

Exhibit

D

DECLARATION OF CONDOMINIUM OWNERSHIP

Rec 247.00

OF

COACH HOUSES AT LEESBURG, A CONDOMINIUM

THIS DECLARATION is made this 20th day of November, 1980, by CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., the "Developer". The Developer is the owner in fee simple of that real property described on Exhibit "A" attached hereto. The Owner/Developer hereby submits its fee simple interest in the real property described below, along with the improvements located thereon, to the condominium form of ownership as set forth in Chapter 718 of the Florida Statutes (the Condominium Act). The Developer is currently erecting on said real property buildings which contain sixteen (16) condominium units. A copy of the plot plan of said development is attached hereto as Exhibit "B" and a copy of the survey and certificate therefor is attached hereto as Exhibit "C".

The Developer, in consideration of the above, hereby makes the following declarations:

1. NAME. The name by which this condominium is to be identified is COACH HOUSES AT LEESBURG.
2. DEFINITIONS. The terms used in this Declaration of Condominium and its exhibits shall be as follows, unless the context otherwise requires:

2.1 "Apartment" means "unit", as provided in the Condominium Act. An apartment is herein defined as the living space which is subject to private ownership. The boundaries of each apartment are described in the Declaration and its exhibits. The "apartments" are the living spaces

RECORDED AND INDEXED
CLERK CIRCUIT COURT
LAKE COUNTY, FLA

2.3 "Association" means the entity responsible for the operation of the condominium: COACH HOUSES AT LEEsburg CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation.

2.4 "Board of Directors" means the Board of Directors of the Association, which is the "board of administration" as defined in the Condominium Act.

2.5 "Bylaws" means the bylaws of the Association as they exist from time to time.

2.6 "Common elements" include the land, improvements, and all other parts of the condominium not within the apartments, as provided in the Condominium Act. Common elements also include easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settling or moving of a building or by minor inaccuracies in building or rebuilding which now exist or hereafter exists, and such easement shall continue until the encroachment no longer exists. References to "common elements" include "limited common elements" unless the context otherwise requires. The common elements may be enlarged from time to time as provided in the Condominium Act and this Declaration.

2.7 "Common Surplus" means the excess of all receipts of the association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements.

2.8 "Common expenses" means the expenses for which the apartment owners are liable to the Association. These include, but are not limited to:

a. expenses of administration, expenses of maintenance, operation, repair, replacement of the common elements, and easements for ingress and egress, and of the portions of

c. expenses of water, sewage and trash removal and other utilities provided by the Association for apartments or common elements;

d. any valid charge against the condominium as a whole.

The enumeration of common expenses set forth herein is not exclusive. Expenses connected with or related to limited common elements shall not be deemed common expenses chargeable proportionately to all apartment owners, but shall be deemed special common expenses charged only to the apartment or apartments to which such elements are appurtenant or otherwise relate; but, otherwise all references to common expenses, particularly in regard to the enforcement of payment thereof, shall be deemed to include those special common expenses applicable to the limited common elements, unless the context otherwise requires.

2.9 "Condominium" means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act. This condominium is a residential condominium as defined in the Condominium Act.

2.10 "Condominium parcel" means an apartment together with the undivided share in the common elements which is appurtenant to the unit.

2.11 "Condominium property" means the land hereby submitted to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto, whether or not contiguous, intended for use in connection with the condominium.

2.12 "Existing lender" means FIRST FAMILY FEDERAL

2.14 "Institutional lender" means a bank, real estate investment trust, life insurance company, licensed mortgage company, or savings and loan association and the existing lender.

2.15 Other definitions: Other definitions contained in the Condominium Act apply hereto.

2.16 Singular, Plural, Gender: Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.17 "Utility Services": As used in the Condominium Act and as construed hereunder, utility services shall include services presently provided, or which may be provided hereafter, including, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewer disposal, cable television service, master antenna system, security alarm service, and telephone.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.

The fee simple interest in the following property is hereby submitted to the condominium form of ownership:

see attached Exhibit "A"

4. IDENTIFICATION.

4.1 Survey, Plot Plan and Graphic Description:

The condominium units on the condominium property submitted to the condominium form of ownership are set forth in the plat attached hereto and made a part hereof as Exhibit "B". Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements appurtenant thereto. Each condominium

where, in the Developer's judgment, such substitutions are necessary or desirable.

4.3 Alteration of Apartment Plans: The Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between the units, so long as the Developer owns the units so altered. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners, existing lenders and owners of mortgages in the manner elsewhere provided. If the Developer shall make any changes in the units as so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one apartment is concerned, the Developer shall apportion between the apartments the shares of the common elements appurtenant to the apartments concerned.

5. DEVELOPER'S UNITS AND PRIVILEGES.

5.1 Sale, Rental or Lease of Units: The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person or entity approved by it, except as set forth herein. Said Developer shall have the right to transact on the condominium property any business necessary to consummate the construction of and sale of the units, including, but not limited to, the right to maintain condominium models, to have signs, employees in the office, and use the common elements to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner

6. EASEMENTS. Easements are reserved throughout the condominium property as may be required to furnish utility services and provide ingress and egress in order to serve the condominium adequately; provided, however, such easements throughout an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the unit owner concerned.

7. APARTMENT BOUNDARIES. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

7.1 Upper and Lower Boundaries: The upper and lower boundaries of an apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundaries: The plane of the undecorated finished ceiling. In an apartment containing a room in which the ceiling is raised above the level of the ceiling in the rest of the apartment, the ceiling shall include a vertical surface connecting the raised ceiling with the ceiling of the remaining portion of the apartment, and the upper boundary shall include the plane of the undecorated finished vertical surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

b. Lower Boundaries: The plane of the undecorated finished floor. In an apartment containing a room in which the floor is raised above the level of the floor in the rest of the apartment, the floor shall include the vertical surface connecting the raised floor with the floor

the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries with the following exceptions: when the vertical planes of the undecorated finished interior of bounding walls do not intersect with each other on the undecorated interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the unit.

8. COMMON ELEMENTS.

8.1 Defined: Common elements, as hereinabove defined, shall include within its meaning, in addition to the terms listed in the Condominium Act, Florida Statutes, Section 718.108, the following items:

- a. an exclusive easement for use of the air space occupied by the condominium unit as it exists at any particular time as the unit may lawfully be altered;
- b. an undivided share in the common surplus;
- c. cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and
- d. easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

8.2 Amendments: Amendments to the common elements may be made as provided for in Florida Statutes Section

apartment is that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof, as Exhibit "D".

10. LIABILITY FOR COMMON EXPENSES: Except as specifically provided in this Declaration, each unit owner, except the Developer, if the Developer guarantees the maintenance for all unsold units, shall be liable for his portion and share of the common expenses in an amount equal to his undivided share of ownership of common elements as set forth in Paragraph 9 above. It is understood that this shall include all expenses in connection with any assessments, insurance and all other expenditures on behalf of the condominium for which the Association shall be responsible, including the operation and maintenance of the recreational facilities, if any. In the case of co-ownership of a unit, liability shall be joint and several.

11. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions on alterations and improvement shall be as follows:

11.1 Apartments.

a. By the Association: Except as provided herein to the contrary, the Association shall maintain, repair and replace at the Association's expense:

1. all boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of the apartment building, which portions to be maintained shall include, but not be limited to, the outside walls of the apartment building and all fixtures on its exterior, boundary walls of units, floor and

apartment that service part of parts of the condominium other than the apartment within which contained;

3. all incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association; and

4. provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

b. By the Unit Owner: The responsibility of the unit owner shall be as follows:

1. to maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other unit owners.

2. the portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include, but not be limited to, the following items: air handling equipment (including air compressors, fans, motors and the like) for space cooling and heating; service equipment such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures which service only the unit; floor coverings except the floor slab; and inside paint and other inside wall finishes. Generally, the unit or apartment owner shall be responsible for maintaining that portion of the apartment which inures

4. to keep all floors in his unit covered with a similarly provided material as originally placed within the unit, and to maintain the same in a proper manner. In addition, the unit owner shall keep clean any patio or balcony included within or appurtenant to the unit, including but not limited to, the screens, doors, aluminum framing, and walls thereof. Should there be any doubt as to the nature of repairs and sightliness of any balcony or patio, it shall be resolved by the Board of Directors of the Association.

c. Alteration and Improvement: Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the apartment building, the change in appearance shall be approved also by the owners of seventy-five percent (75%) of the common elements at a meeting of unit owners called for that purpose. A copy of the plans for all the work prepared by a contractor licensed to practice in this state shall be filed with the Association prior to the start of the work.

11.2 Common Elements and Association Property.

a. By the Association: Except as provided for

b. Alteration and Improvement: After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements, except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

11.3 Enforcement of Maintenance and for Assessment: The Association is granted the right to make repairs in the unit or limited common elements appurtenant thereto if, in the opinion of the Association, such repairs, replacements or maintenance are required to preserve the unit for the common good of the members of the Association. The Association shall not have the right to require cosmetic

the Association for maintenance or repair of his unit, the Association shall have the power to assess the unit owner for costs of maintenance and shall have the right to effect the same within a reasonable time following discovery. The Association is further granted a lien on each unit and its appurtenant undivided interest in the common elements and limited common elements. Such a lien shall secure the monies due for all assessments levied against the unit and the owner thereof; interest if any which may become due on delinquent assessments owing to the Association; and costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the unit and its appurtenances, both at the trial level and on appeal. The lien granted to the Association may be established and foreclosed in the Circuit Court, in and for Lake County, Florida, and in any suit for the foreclosure of said lien. The lien of the Association shall also secure all advancements for taxes and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of fifteen percent (15%) per annum on all such advancements made for such purposes. Anything in this Declaration or any of its Exhibits to the contrary notwithstanding, any lien granted herein to the Association shall be subordinate, junior, and inferior to the lien of any institutional first mortgage, regardless of time of inception of either. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due

foreclosure, such acquirer of title and its successors and assigns shall not be liable for the share of common expenses or assessments by the association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of such institutional first mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners including such acquirer, its successors and assigns.

12. ASSESSMENTS. To provide the funds necessary for proper operation and management of the condominium, the Association is granted the right to make, levy and collect assessments against the owners of all units and said units, including interest in the common elements. The following provisions govern the making, levying and collecting of such assessments and the payment of costs and expenses of operating and managing the condominium by the Association:

12.1 Determination of Assessment Shares: Assessments by the Association against each owner of a unit and the unit shall be uniform and in such proportion that the amount of the assessment levied against each unit and its owner shall bear the same ratio to the total assessment made against all unit owners of this condominium as does the undivided interest in common elements appurtenant to each unit bear to the total undivided interest in common elements appurtenant to all units, without increase or diminution for the existence or lack of existence of any exclusive right to use an area constituting limited common elements which may

12.2 Method of Payment: The assessment levied against the owner of each unit and the unit shall be payable in annual, quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Association. The Association shall, in accordance with its Bylaws, establish an annual budget in advance for each fiscal year, and shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the condominium, including, when deemed necessary or advisable by the Association board, a reasonable allowance for contingencies and reserves. Upon adoption of each annual budget by the board of the Association, copies thereof shall be delivered to each unit owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of said budget to the unit owner, however, shall not affect the liability of such owner for such assessment. Assessments may be delivered personally by an officer of the Association or mailed certified mail, return receipt requested. If the board at any time determines that assessments levied are insufficient to pay the costs of operation and maintenance of the condominium, or in the event of emergencies, the Association shall have the authority to levy such additional assessments as it may deem necessary. The Association may include within the budget a sum to be collected and maintained as reserve funds for the replacement of common elements and personal property held for the joint use and benefit of the owners of all units.

12.3 Rental Payments: Pending any foreclosure of a lien for assessments, the owner of the unit subject to a

the name of the record owner, the amount and the date when due, and it shall continue in effect until all sums secured thereby are fully paid. The Claims of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim, the same shall be satisfied of record. As to the priority between the lien of a recorded institutional first mortgage and the lien of the Association, the lien of the institutional first mortgage shall be superior as set out in Paragraph 11.3, hereinabove. Subject to the foregoing, any unit owner or owners shall be personally liable for any assessment assessed against his unit while he owned the same, including interest, attorney's fees, and court costs, as they shall be rendered by a court of competent jurisdiction.

13. THE ASSOCIATION. The Association which shall administer and operate the condominium shall be the COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida. The Association has all the powers and duties as set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, the Bylaws and Articles of Incorporation. Copies of the Bylaws and the Articles of Incorporation are attached hereto as Exhibits "E" and "F", respectively, and made a part hereof.

13.1 Membership: The Developer and all persons (including corporations) hereinafter owning units in the condominium, whose interest is evidenced by the recordation of the proper instrument in the Public Records of Lake County, Florida, shall automatically become members of the

parcel in the condominium, such person shall be entitled to one (1) vote per parcel so owned. In the event that a condominium parcel is owned by more than one (1) person, such persons are entitled collectively to only one (1) vote per parcel.

13.3 Number of Members: There shall be one voting member for each unit submitted to condominium ownership pursuant to this Declaration for the Declaration of Condominium for COACH HOUSES AT LEESBURG, a total of sixteen (16) voting members of the Association.

13.4 Limitation Upon Liability of Association: Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, or its own property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

13.5 Restraint Upon Assignment of Shares in Assets: The share of an apartment owner in the funds of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

13.6 Approval or Disapproval of Matters: Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record is specifically required by this Declaration.

14. INSURANCE. The insurance other than title insurance

and shall be issued by an insurance company authorized to do business in Florida.

Each insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association, or insurance company that, according to the roster of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten (10) days after the receipt of the request. If a response from the mortgagee is not received within that ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the Board of Directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to

Association shall be insured for the full replacement value. All personal property included in the common elements shall be insured. The Board of Directors of the Association shall determine the values of insured property annually and continue to maintain the necessary insurance to assure complete replacement or repair to damaged improvements. The insurance coverage shall afford protection against the following:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, insurance covering flooding, vandalism and malicious mischief. Flood damage shall be covered only in the event that property is in a flood prone location, and there is a requirement to provide said coverage by a municipality or a subdivision of the State.

When possible, the policies shall waive the insurer's right to subrogation against the Association and against the unit owners individually and as a group.

b. Public Liability: Public liability shall be provided in such amounts and with such coverage as shall be required by the Board of Directors of the Association including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

c. Workmen's Compensation: Workmen's compensation coverage shall be provided to meet the requirements of

as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy, or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner.

14.4 Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance Trustee shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common Elements: The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting common elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such proceeds exceed the cost of repair, replacement or reconstruction of the common elements, the excess shall be paid by the Trustee to the owners of all units and

fund the difference between the total cost of repairing and the amount of the proceeds. If no such reserve fund has been established or if there is a fund which is insufficient to pay such difference, the Association shall assess the amount of the difference against and collect the same from all unit owners as a common expense.

b. Units: The proceeds paid to the Insurance Trustee for loss of or damage to a building constituting common elements and one or more units thereof shall be first applied to the repair, replacement or reconstruction of common elements, and then to the repair, replacement or reconstruction of any unit or units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of repair, replacement or reconstruction of such common elements and unit or units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed units and their respective mortgagees as their interest may appear in shares or proportions equal to the undivided interest appurtenant to each such unit and the common elements. If the insurance proceeds are sufficient to pay for the repair, replacement or reconstruction of the common elements but are insufficient to pay the costs of repair, replacement or reconstruction of the damaged or destroyed unit or units in such buildings, the Association shall assess the amount of the difference against and collect the same from the owners of the units so damaged or destroyed in proportion that the amount of damage sustained to each unit bears to the total deficit; said sum shall be deposited with the Insurance Trustee to be applied toward the total cost of repair, replacement or reconstruction of all such

all unit owners as a common expense and, in such event, the cost of repairing, replacing, or reconstructing the unit or units damaged or destroyed shall be assessed against and collected from the owners of such damaged or destroyed unit or units by the Association.

c. Deposits to Insurance Trustee after Damage:

Within sixty (60) days after a loss of or damage to condominium property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If from such estimates it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether to be paid by one or more unit owner, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

15. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the condominium property damaged or destroyed by casualty shall be repaired, replaced or reconstructed shall be determined as follows:

15.1 Residential Building: If the residential building shall be damaged or destroyed, repair or reconstruction thereof or termination of the condominium shall be in accordance with the following:

a. Total Destruction: If all the residential buildings of the condominium are totally destroyed or so

such destruction to reconstruct the same, and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

b. Damage to and Destruction of a Portion of a Building: If any one or more of the residential buildings are damaged and/ or destroyed and one or more of the units in the condominium remain habitable, the damaged or destroyed common elements and/or units shall be repaired or reconstructed so that the building, buildings and/or unit or units shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty, it is determined by written agreement of the owners of units to which 100% of the common elements are appurtenant that the condominium shall be terminated.

15.2 Common Elements: Damaged or destroyed improvements constituting part of the common elements shall be repaired, replaced or reconstructed unless, in the event of total destruction of the units or by 100% agreement after partial destruction, the condominium shall be terminated.

15.3 Certificate: The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed condominium property shall be repaired, replaced or reconstructed.

15.4 Plans and Specifications: Repair or reconstruction of condominium property shall be substantially in

15.5 Responsibility: If the damage or destruction shall be limited to only one or more units for which the responsibility of maintenance and repair is that of the unit owner or owners, then such unit owner shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction.

15.6 Construction Funds: All funds for the payment of repair and reconstruction costs consisting of insurance proceeds and/or funds collected by the Association from unit owners, shall be disbursed toward payment of such costs in the following manner:

a. Association: If the total funds assessed against and collected from the unit owners by the Association for payment of repair and reconstruction costs is more than Ten Thousand and No/100 Dollars (\$10,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases, the Association shall hold the sums assessed and collected and shall disburse the same in payment of the costs of repair and reconstruction.

b. Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from unit owners by the Association and deposited with the Insurance Trustee, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

1. The portion of insurance proceeds representing damage for which the responsibility of repair

the Association, is less than Ten Thousand and No/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association. Provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

3. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand and No/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of a contractor certified to practice within the State of Florida or an architect registered to practice within the State of Florida and employed by the Association to supervise the work.

4. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

fund are to be upon the order of the Association or upon approval of a contractor or architect, or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Neither shall the Insurance Trustee be required to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid. When a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee. When the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of a contractor or architect named by the Association shall be first obtained by the Association.

16. MAINTENANCE OF COMMUNITY INTERESTS. The unit owner may transfer, convey, sell, lease, encumber or otherwise dispose of his condominium unit without the consent of the Association. However, the unit owner desiring to lease or convey his unit shall deliver to the Association at least thirty (30) days prior to the closing of such transaction, or execution of a lease, a copy of the agreement for the same, or the proposed lease, in order that the Association may review the proposed lessee or purchaser. At least twenty (20) days prior to the proposed closing or date of execution of said lease, the Association shall grant its consent in the form of a certificate to be recorded in the

17. COMPLIANCE AND DEFAULT. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the Bylaws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

17.1 Negligence: A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

17.2 Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court, at both the trial level and on appeal.

17.3 No Waiver of Rights: The failure of the Association or any unit owner to enforce any covenant,

amended by approval of all owners and holders of first mortgage liens on all units and:

a. not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

b. not less than eighty percent (80%) of the votes of the entire membership of the Association; or

c. not less than fifty percent (50%) of the entire membership of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

1. To correct misstatements of fact in the Declaration and its exhibits, including but not limited to, the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall approve the amendment.

2. To change the boundaries between units provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the units concerned.

3. To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or mortgagees of condominium property; or

d. until the members are entitled to elect a majority of the directors, only by all of the directors,

does not materially adversely affect the said owner and holder of such mortgage liens.

18.2 Proviso: No amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent. No amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owners share of the common expenses, unless the owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment.

18.3 Certificate: An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association and contain an executed consent to the amendment signed by all mortgagees as set out in Paragraph 18.1 above, with the formalities of a deed. Each unit owner shall be responsible for obtaining the consent of mortgagees on his or her unit and shall make a responsible effort to do so. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lake County, Florida. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus, or common expenses shall equal 100%, the owners of the units and the owners of liens upon units for which modification in the shares are being made shall also execute the certificate.

19. TYPE OF OWNERSHIP. Ownership of each condominium parcel shall be by warranty deed from the Developer, convey-

20. TERMINATION. The condominium may be terminated with written consent of all owners and holders of first mortgage liens on all units in the condominium in the following manner in addition to the manner provided by the Condominium Act, with the written consent of said mortgagees:

20.1 Destruction: If it is determined in the manner elsewhere provided that the condominium shall not be reconstructed because of total destruction, the condominium form of ownership will be terminated without further agreement.

20.2 Certificate: The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary or other authorized officer, and by all first mortgagees evidencing their consent, certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Lake County, Florida.

20.3 Shares of Owners After Termination: After termination of the condominium, the unit owners shall own the fee simple estate and improvements thereon as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's unit prior to the termination.

20.4 Duties of Owners after Termination: No termination shall be effective to terminate or otherwise modify the obligation to bear the specific share of the area or other common costs; and each interest arising as a result of any such termination and the owner thereof shall be chargeable and remain liable therefor to the same extent as herein provided.

in O. R. Book 698, page 1484, Public Records of Lake County, Florida, in favor of the existing lender. In the event that the existing lender, its successors or assigns, should foreclose the mortgage against any portion of the condominium property, the party acquiring title at the foreclosure sale, or the grantee in any deed in lieu of foreclosure, shall acquire all rights of the Developer set out in this Declaration and in the Bylaws, including but not limited to, the right to amend this Declaration and designate the Directors for the Association for the time period set out in the Bylaws. Such party acquiring title as a grantee shall obtain title free and clear of any lien rights, claims or obligations imposed upon the condominium property or upon the unit owner at any time before such acquisition of title, by virtue of any agreement for management and maintenance of the condominium property heretofore or hereafter entered into by the Association. Neither the existing lender, any party acquiring title at the foreclosure sale, any grantee in any deed in lieu of foreclosure, nor their successors or assigns shall have any of the duties or obligations imposed on the Developer by this Declaration or any of its attachments, except to the extent that the existing lender or such other party shall have hereafter expressly agreed to perform such duties and obligations. The existing lender shall, in addition to the rights and privileges set out in this Paragraph, have all rights and privileges given elsewhere herein to any first mortgagees of any unit. This Paragraph shall not be subject to amendment, except that it shall become null and void upon satisfaction of the recorded mortgage set out

22.1 Units: Each of the units, together with any maid's rooms that are a part of a unit, shall be occupied only by one family, its servants, if any, and guests, as a residence and for no other purpose.

22.2 Common elements: The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants.

22.3 Nuisances: No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

22.4 Lawful use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

22.5 Leasing. After approval by the Association elsewhere required, entire units may be rented provided the

22.6 Purpose: No part of this property and the permanent building thereon shall be used for anything except residential purposes. No building or other structure shall be constructed, erected, altered or placed and permitted to remain on any lot other than the one (1) single family dwelling now placed upon it.

22.7 No temporary structure of any type, character or nature, including trailers, mobile homes, tents, shacks, barns or other out buildings, shall be placed or erected on any portion of the property, either temporarily or permanently.

22.8 Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept upon any portion of the property. Small dogs, cats or other household pets may be maintained at a family residence as long as they are not bred or kept there for any commercial purpose, or for resale. Pets shall not be allowed to run unattended in any portion of the property comprising the condominium, nor to utilize the condominium premises as a waste disposal area.

22.9 Signs: There shall be no sign of any kind or nature displayed upon the property except for professionally manufactured signs of not more than one (1) square foot designating the name of the resident and a house number. Signs of not more than five (5) square feet advertising the property for sale are allowed only if permission is granted by a majority vote of the board of the Association for condominium.

22.10 Clothes Lines: No clothes lines shall be allowed upon the property or affixed thereto in a temporary or permanent manner.

22.11 No commercial trailers, semi-trailers, tractor-trailers, machines, boats, recreational vehicles, or

23. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions.

24. ADDITIONAL PHASES OF CONDOMINIUM. Pursuant to Section 718.403 of the Florida Statutes, the Developer may develop an additional phase on certain lands described as Phase II on the survey and plot plan attached to this Declaration as Exhibit "B". That phase shall include an additional 16 units as set forth in the aforescribed Exhibit, and if the Developer elects to construct said Phase II, it must be completed on or before the 1st day of January, 1983, pursuant to the requirements of the Florida Statutes.

24.1 The number of the units set forth above and the size of the same is as described on the plot plan attached hereto as Exhibit "B".

24.2 There shall be no time share estates created with respect to units in this or any phase.

24.3 The undivided share of the ownership of common elements and common surplus attributable to each unit in the original phase of this Declaration shall be adjusted in a manner which properly demonstrates the interest of all units created by this Condominium Declaration. Upon the completion of the additional phase following amendment of this Declaration submitting the same to condominium ownership, the common elements and surplus attributable to each new unit and all old ones shall be computed by dividing 100% by the number of units which equal the total number of all units

the Declaration is filed for recordation within the Public Records of Lake County, Florida. This adjustment in the share of the ownership of common elements and surplus shall be accomplished so that each unit owner obtains that ownership which is set forth in Exhibit "G" attached hereto and made a part of this Declaration. Said Exhibit, upon recordation of the amendment to the Declaration adding the additional phase, shall supercede Exhibit "D", and shall be binding upon each unit owner, grantees of unit owners, assignors, and personal representatives of each unit which may have been previously submitted to the condominium ownership pursuant to the original Declaration of Condominium.

24.4 There are no recreation areas and/or facilities to be owned in common under the original Declaration or under any additional phase and all common areas are held in ownership as set forth above.

24.5 All unit owners in the additional phase shall be members of the Association previously described and set forth and each such second phase owner shall have the same voting and ownership rights in the association as an original unit owner, as set forth herein. If the second phase is not developed and added to the condominium, the voting and ownership rights of each unit owner shall be as set forth in the Declaration as though there were no phase development ever contemplated.

24.6 The Developer herein reserves the right to amend this Declaration so as to submit to condominium ownership the additional phase set forth in this Paragraph. Neither the unit owners nor the Association shall have the right to

lender, as is set forth by Statute. Notwithstanding the other provisions of this Paragraph, nothing contained herein shall create any legal duty or responsibility of the Developer to submit the described land to condominium ownership. The Developer may withhold the Declaration of said real property to condominium ownership and the Developer shall not be required to execute any document which would be a limitation, restriction, dedication, or conveyance of the property unless voluntarily accomplished. The Developer shall have the right to amend the Declaration and alter the legal description and plot plans to the additional phase, in order that it corresponds with a modified plot plan, at Developer's option.

24.7 The units of this condominium as declared, and proposed for an additional phase, are divided into two (2) types; i.e., 2-bedroom units and 3-bedroom units. The square footage of the 2-bedroom units is approximately 1248 square feet and the square footage for the 3-bedroom units is approximately 1471 square feet. It is proposed by the Developer that the same units would be constructed in the second phase in exactly the same manner and in a location mirroring that of the first sixteen (16) units.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium the day and year first above written.

Witnesses:

Ray Zashy
Matthew A. Needy

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By:

James A. Gray
JAMES A. GRAY, President

Attest:

Virginia R. Gray
VIRGINIA R. GRAY, Secretary

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared JAMES A. GRAY and VIRGINIA R. GRAY, the President and Secretary respectively, of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., a Florida corporation, who acknowledged before me that they executed the foregoing Declaration of Condominium freely and voluntarily under the authority duly vested in them by said corporation, and that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 20TH day of NOVEMBER, 1980.

Ray Zash
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 31, 1983
BOND (\$5000) GENERAL INS. UNDERWRITERS



CONSENT

FIRST FAMILY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, of Eustis, Lake County, Florida, by causing these presents to be signed in its name by its _____ President and affixing its corporate seal this 21st day of November, 1980, does hereby consent to the above and foregoing Declaration.

FIRST FAMILY FEDERAL SAVINGS
AND LOAN ASSOCIATION

Attest:

Hope S. Zaleski

BY: Charlie R. Jones

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared Charlie R. Jones and Hope S. Zaleski, well known to me to be the _____ President and Secretary, respectively, of FIRST FAMILY FEDERAL SAVINGS AND LOAN ASSOCIATION, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in Lake County, Florida, this 21st day of November, 1980.

Karen W. Wisco
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1984
BONDED THRU GENERAL INS. UNDERWRITERS

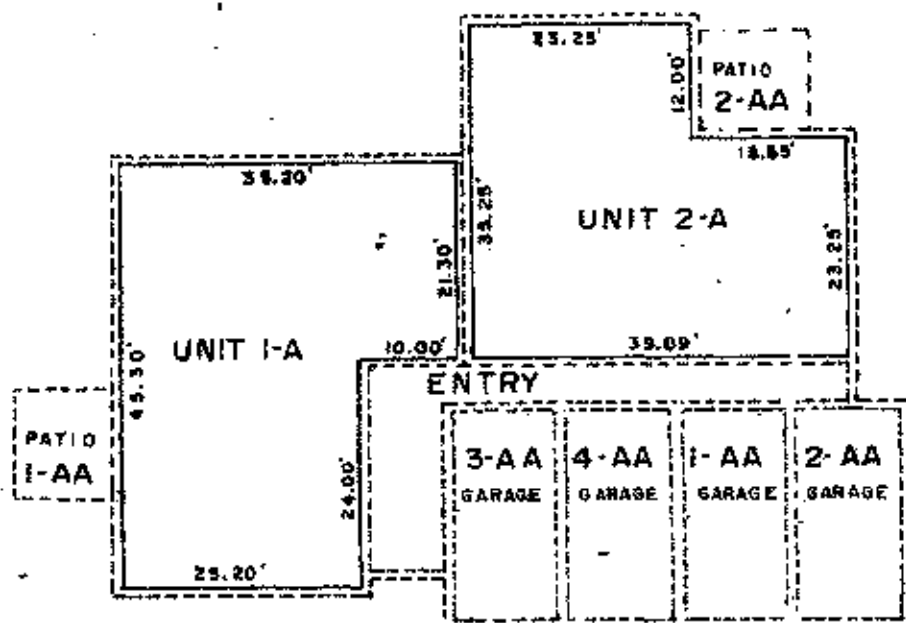
EXHIBIT "A"

Lot 4 of N. C. Lee Estates in the City of Leesburg,
Florida, according to the plat thereof as recorded
in Plat Book 1, page 75 of the Public Records of
Lake County, Florida, LESS the West 1367.05 feet
and less the South 280.0 feet thereof.

COACH HOUSES

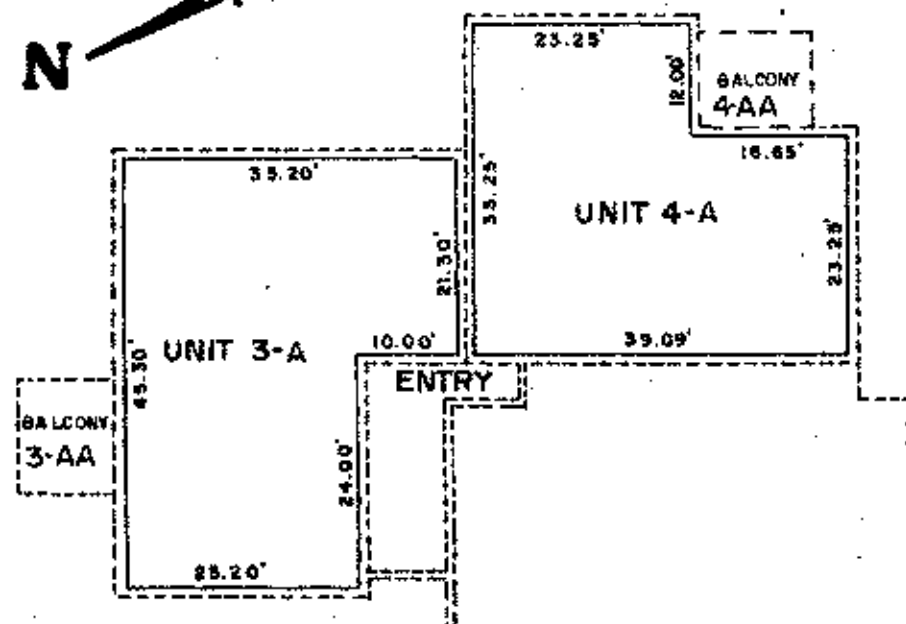
AT LEESBURG
BUILDING "A"

U. B. BOOK 713 PAGE 2175



FIRST FLOOR UNITS

UNIT 1-A FLOOR EL. 84.83'
UNIT 1-A CEILING EL. 92.80
UNIT 2-A FLOOR EL. 84.85
UNIT 2-A CEILING EL. 92.82



SECOND FLOOR UNITS

UNIT 3-A FLOOR EL. 93.53
UNIT 3-A CEILING EL. 101.50
UNIT 4-A FLOOR EL. 93.55
UNIT 4-A CEILING EL. 101.52

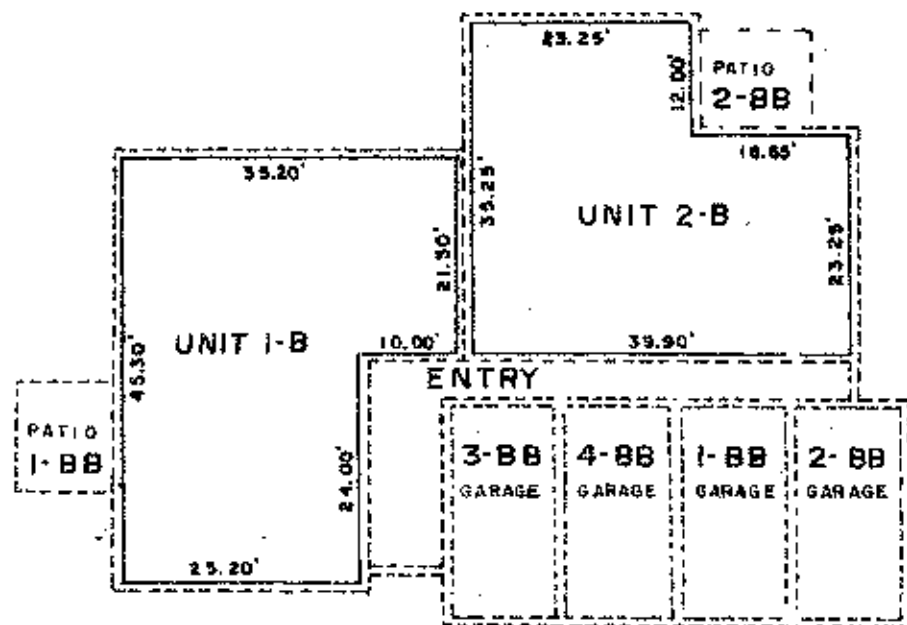
NOTE:

Limited common elements reserved for the use of

COACH HOUSES

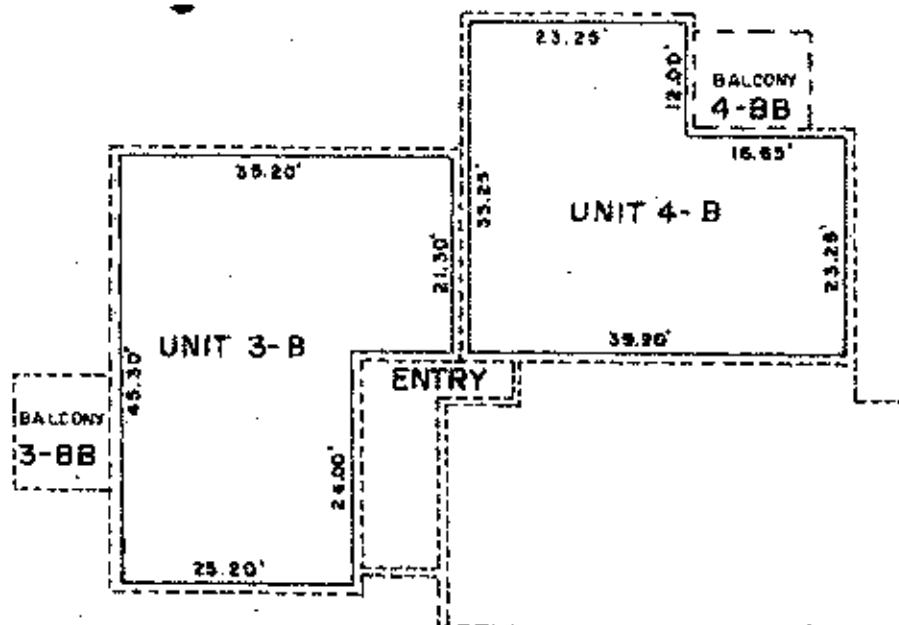
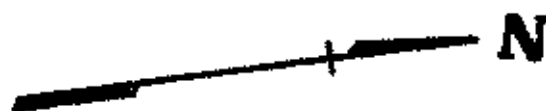
AT LEESBURG
BUILDING "B"

G. R. BOOK 713 PAGE 2176



FIRST FLOOR UNITS

UNIT 1-B FLOOR EL. 87.09
UNIT 1-B CEILING EL. 95.05
UNIT 2-B FLOOR EL. 87.08
UNIT 2-B CEILING EL. 95.05



SECOND FLOOR UNITS

UNIT 3-B FLOOR EL. 95.80
UNIT 3-B CEILING EL. 103.78
UNIT 4-B FLOOR EL. 95.82
UNIT 4-B CEILING EL. 103.80

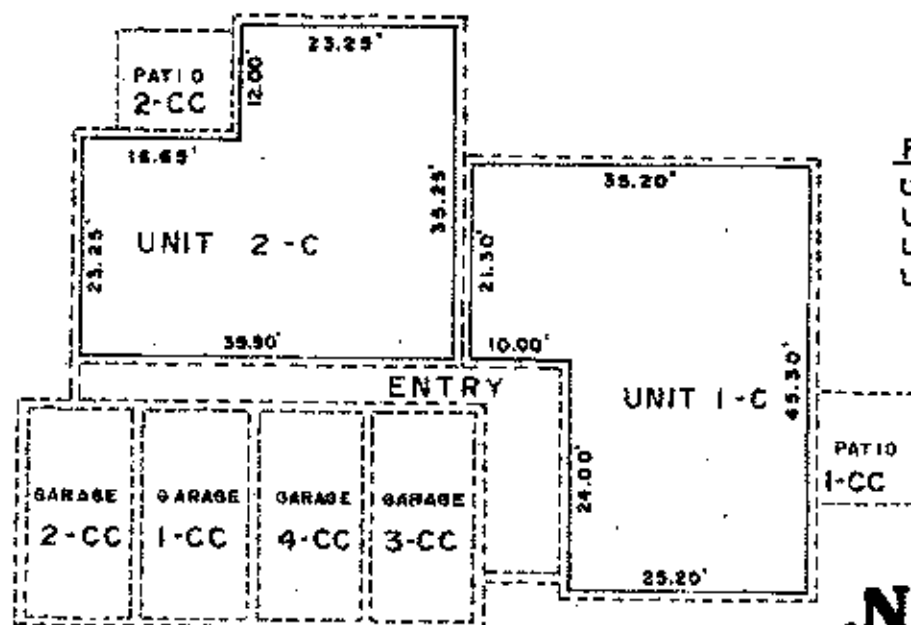
NOTE:

Limited common elements reserved for the

COACH HOUSES

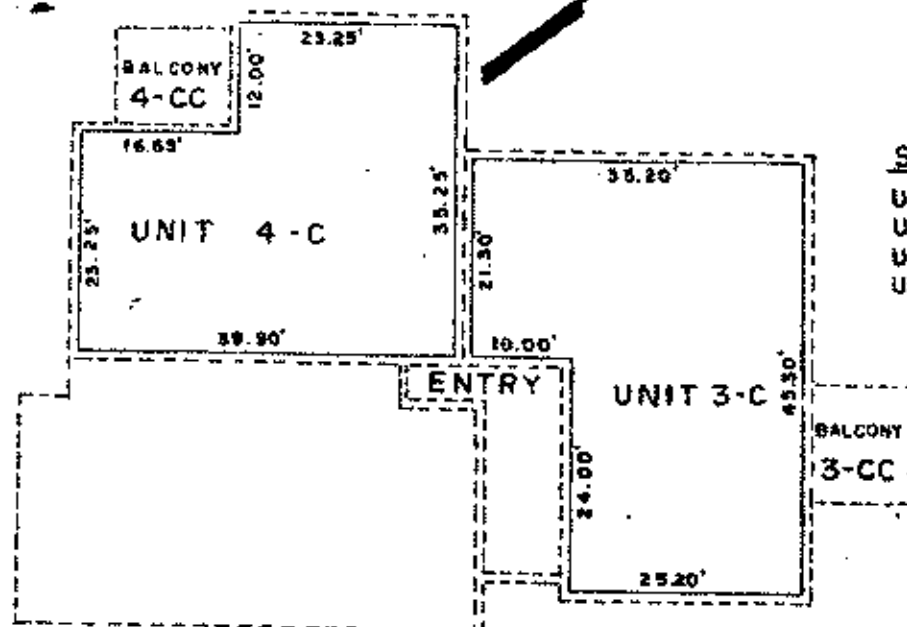
AT LEESBURG
BUILDING "C"

713 PAGE 2177



FIRST FLOOR UNITS

UNIT 1-C FLOOR EL. 87.00
UNIT 1-C CEILING EL. 93.00
UNIT 2-C FLOOR EL. 87.00
UNIT 2-C CEILING EL. 93.00



SECOND FLOOR UNITS

UNIT 3-C FLOOR EL. 95.70
UNIT 3-C CEILING EL. 103.70
UNIT 4-C FLOOR EL. 95.70
UNIT 4-C CEILING EL. 103.70

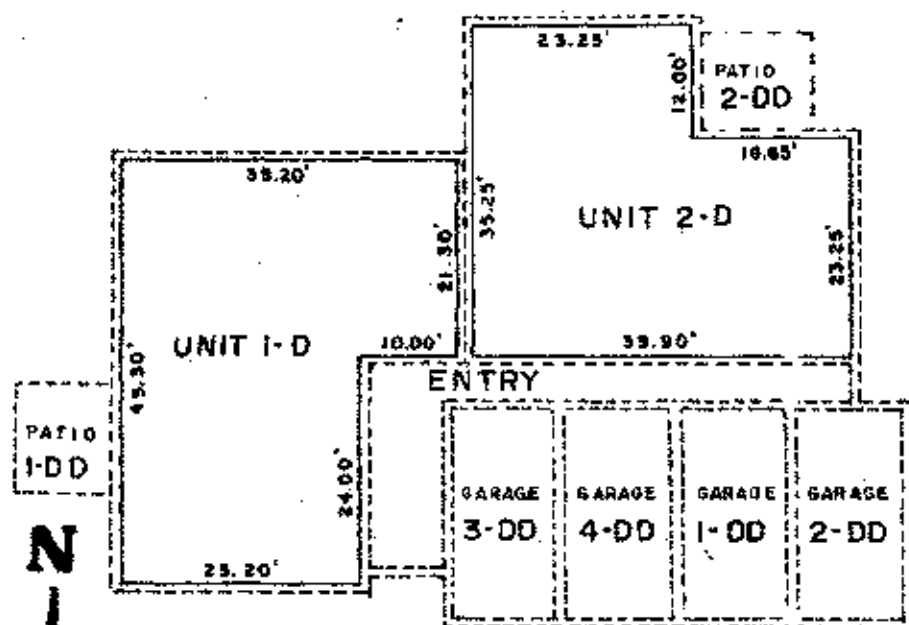
NOTE:

1- Limited common elements reserved for the use of individual units

COACH HOUSES

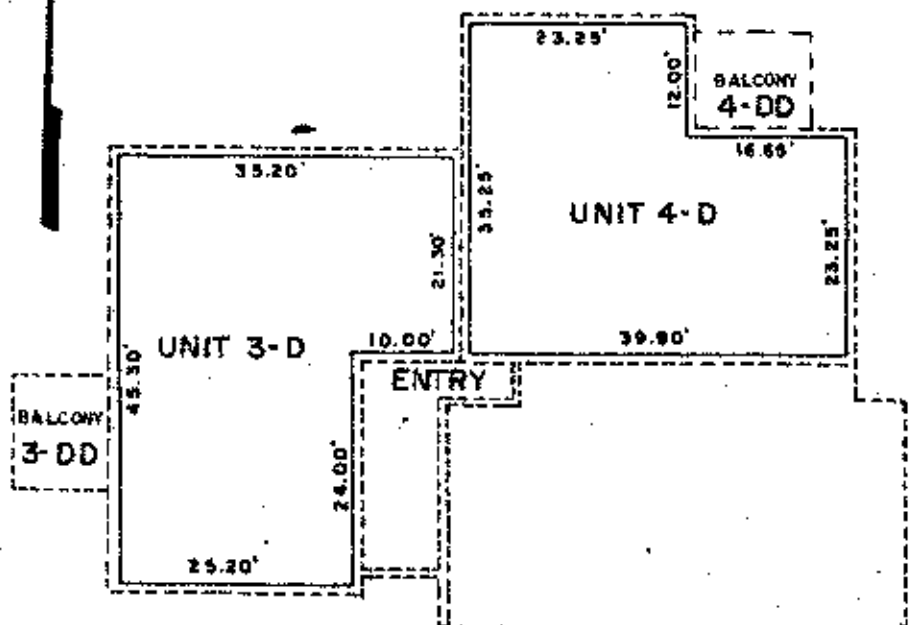
AT LEESBURG
BUILDING "D"

D. R. BOOK 713 PAGE 2178



FIRST FLOOR UNITS

UNIT 1-D FLOOR EL. 86.00
UNIT 1-D CEILING EL. 94.00
UNIT 2-D FLOOR EL. 86.00
UNIT 2-D CEILING EL. 94.00



SECOND FLOOR UNITS

UNIT 3-D FLOOR EL. 94.70
UNIT 3-D CEILING EL. 102.70
UNIT 4-D FLOOR EL. 94.70
UNIT 4-D CEILING EL. 102.70

NOTE:

1- Limited common elements reserved for the use of individual units

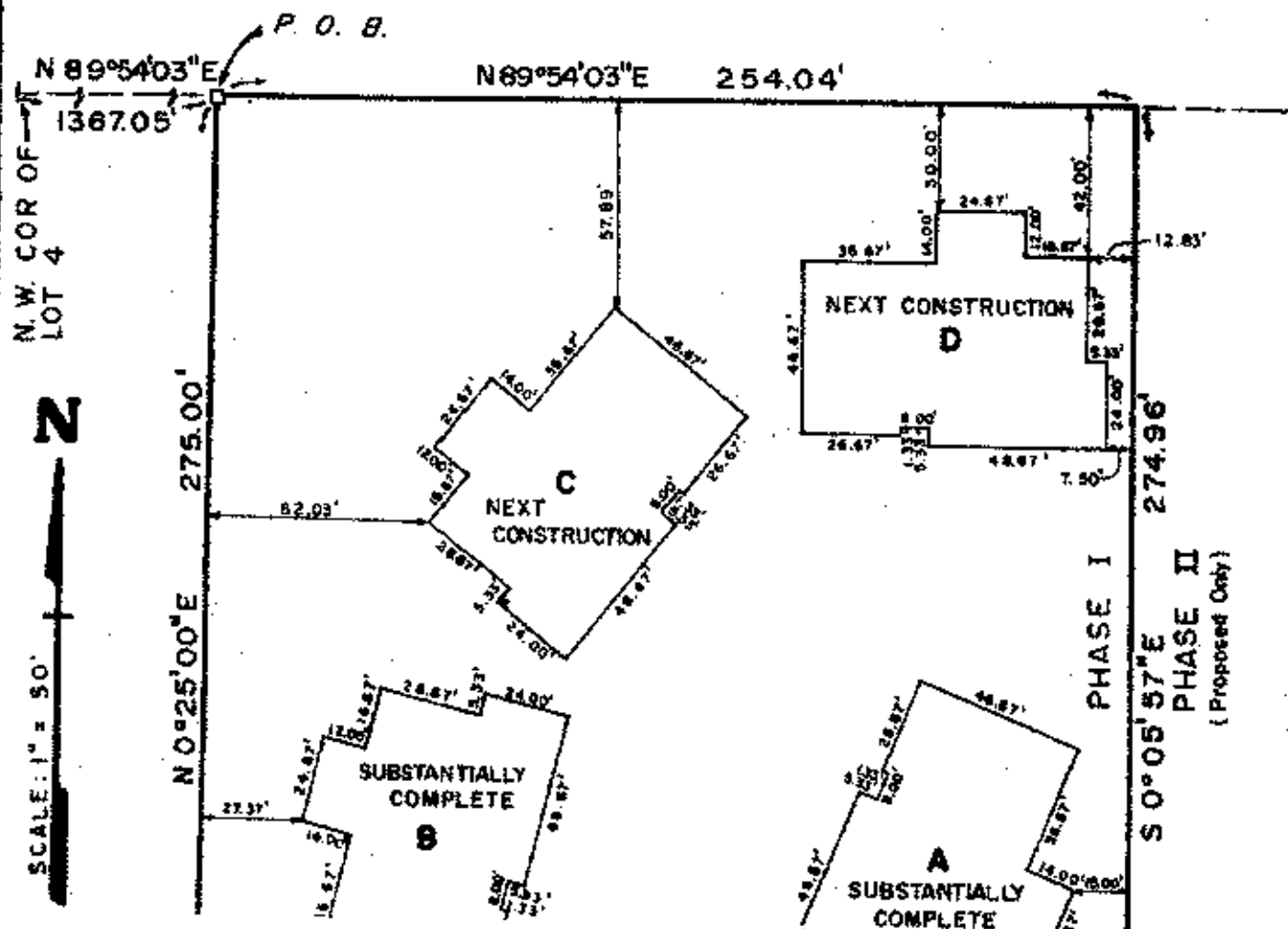
COACH HOUSES

AT LEESBURG
A CONDOMINIUM OF

BOOK 713 PAGE 2179

COMMENCE AT THE N.W. CORNER OF LOT 4, N.C. LEE ESTATE IN THE CITY OF LEESBURG, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 78, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N 89°54'03"E ALONG THE SOUTH LINE OF PROPERTY OWNED BY HUGH A. BOURLAY III, 1367.05 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; FROM SAID POINT-OF-BEGINNING CONTINUE N 89°54'03"E ALONG SAID SOUTH LINE OF PROPERTY OWNED BY HUGH A. BOURLAY III, 254.04 FEET; THENCE S 0°05'57"E 274.96 FEET TO THE NORTH LINE OF RIGHT-OF-WAY OF OAK TERRACE (THE SAME BEING THE NORTH LINE OF THE S. 280 FEET OF SAID LOT 4); THENCE S 89°53'39"W ALONG SAID NORTH LINE OF OAK TERRACE AND NORTH LINE OF S. 280 FEET OF LOT 4, A DISTANCE OF 258.515 FEET TO A POINT 1367.05 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE RUN N 0°25'00"E PARALLEL TO SAID WEST LINE OF LOT 4, A DISTANCE OF 275.00 FEET TO THE POINT-OF-BEGINNING.

NOTE: BUILDINGS C AND D ARE STAKED LOCATIONS AND ARE THEREFORE ESTIMATED AS TO ACTUAL POSITION ON THE SURVEYED REAL PROPERTY.



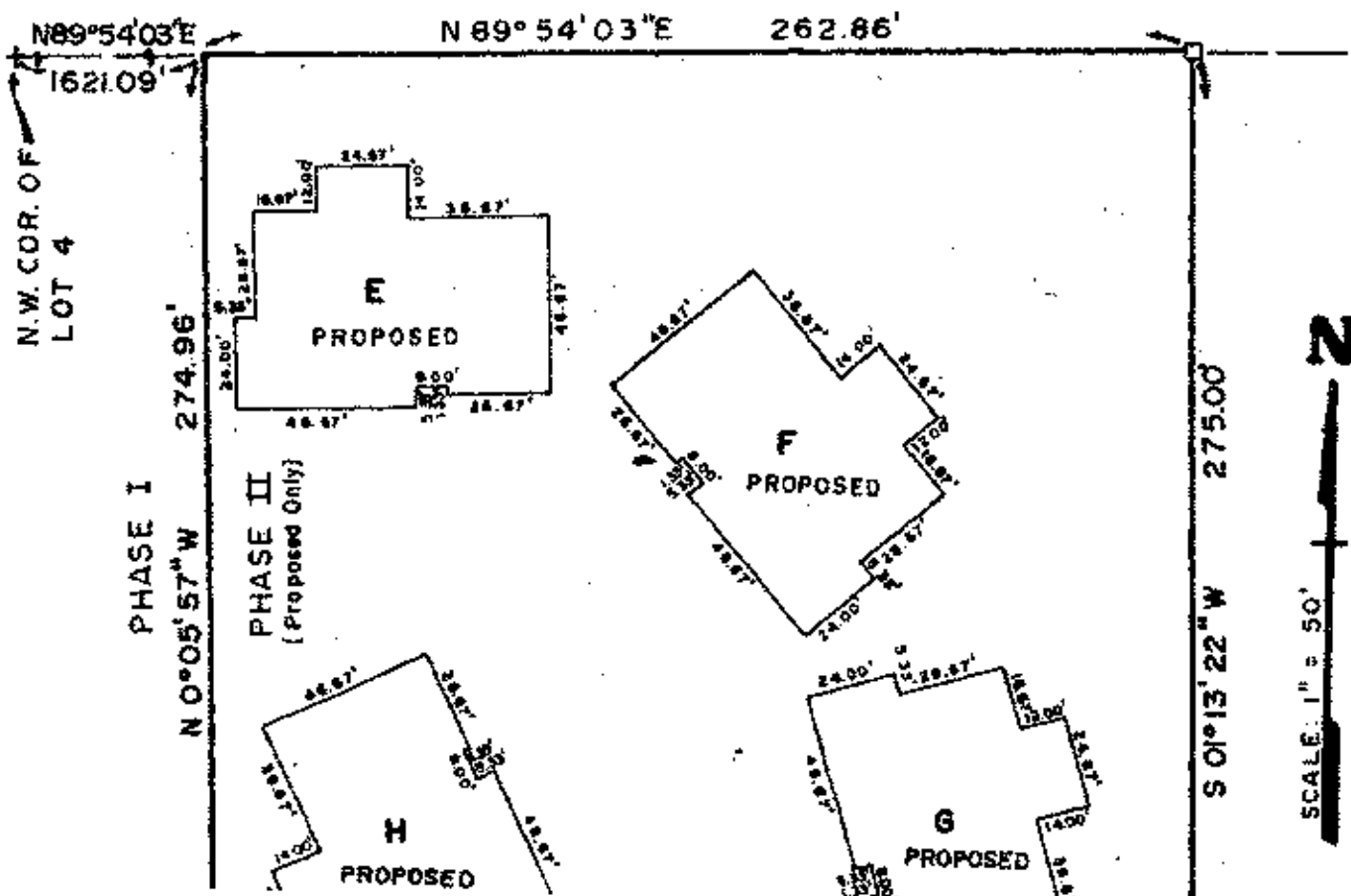
COACH HOUSES

AT LEESBURG

713 PAGE 2180

(PHASE II, A PROPOSED CONDOMINIUM ONLY, NOT DEDICATED AT THIS TIME FOR CONDOMINIUM USE)

PHASE II: Commence at the N.W. corner of N.C. Lee Estates in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75, Public Records of Lake County, Florida; thence run N.89°54'03"E. along the South line of property owned by Hugh A. Bourlay III, 1621.09 ft. to the Point of Beginning of this description; from said Point of Beginning continue N.89°54'03"E. along said South line of property owned by Hugh A. Bourlay III, 262.86 ft.; thence S.01°13'22"W. along the West line of property owned by Hugh A. Bourlay III, 275.00 ft. to the North line of right of way of Oak Terrace (the same being the North line of the South 280 ft. of said Lot 4); thence S.89°53'39"W. along said North line 256.515 ft.; thence N.00°05'57"W., 274.96 ft. to the Point of Beginning.
Subject to all easements, rights of way and restrictions of record.



COACH HOUSES

AT LEESBURG

713 PAGE 2181

COACH HOUSES at LEESBURG, a condominium, consists of all real property and improvements included in the plot plans and surveys designated as "Phase I" which includes Exhibit "B", sheets 1 through 4 and Exhibit "C", sheets 1 and 3, inclusive, and real property designated as "Phase II" in such plot plans and surveys of the condominium are not included within the same.

Each unit of the condominium is composed of an apartment and has as a limited common element thereof, a balcony or patio and garage as shown by those designations of the plot plans filed with the condominium documents. The upper boundary of each apartment unit shall be the plane of the lower surface of the unfinished ceiling and the lower boundary shall be the plane of the upper surface of the unfinished floor slab. The perimetrical boundaries of the unit shall be the vertical plane of the interior of the walls bounding the unit extended to the inner section with each other and the upper and lower boundaries. The dimensions shown within the plot plans and surveys are average, not withstanding the actual location of the walls, ceilings, and floors. All elevations are in reference to U.S.C. and G.S. datum, and elevations and dimensions are shown in feet and decimals thereof.

CERTIFICATION OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, does hereby certify that a survey was made of the lands described as Phase I herein and dedicated to condominium use, with the improvements as shown and demonstrated thereon described in the survey and plot plan with graphic descriptions of the improvements, designated as Exhibit "B", sheets 1 through 4, and Exhibit "C", sheets 1 and 3, inclusive, with the Declaration as recorded in Official Records Book , page Public Records of Lake County, Florida, and it is a correct representation of all improvements which are substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements completed, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Date

4 Sept 1981

A. E. Sessions,
Registered Land Surveyor
No. 1777
State of Florida

EXHIBIT "D"

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS
AND COMMON SURPLUS

The undivided share in the land and other common elements and common surplus appurtenant to each condominium unit is as follows:

<u>UNIT</u>	<u>PERCENTAGE</u>
1A	6.61
2A	5.89
3A	6.61
4A	5.89
1B	6.61
2B	5.89
3B	6.61
4B	5.89
1C	6.61
2C	5.89
3C	6.61
4C	5.89
1D	6.61
2D	5.89
3D	6.61
4D	5.89

OF

COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

1. Identity. These are the Bylaws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on August 27, 1980. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name COACH HOUSES AT LEESBURG and is located upon the following lands in Lake County, Florida:

Lot 4 of N. C. Lee Estates in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75 of the Public Records of Lake County, Florida, LESS the West 1367.05 feet and less the South 280.0 feet thereof.

1.1 The office of the Association shall be at 1419 Beverly Point Road, Leesburg, Florida.

1.2 The fiscal year of the Association shall be the calendar year.

name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members.

2.1 Roster of members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a certified copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2 Annual meeting. The annual members' meeting shall be held on the first Tuesday in August in each year at 11:00 a.m. local time, at such place in Leesburg, Lake County, Florida as the President or a majority of the Board of Directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The

purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the developer of the condominium is less than six (6) months after the first election of directors by the membership of the Association, this annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.3 Special Members' meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4 Notice of a meeting of members stating the time and place and objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the

notice shall be effected not less than fourteen days nor more than sixty days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

2.5 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.6 Voting.

a. In any meeting of members the owners of units shall be entitled to cast the number of votes indicated in the following schedule unless the decision to be made is elsewhere required to be determined in another manner:

Each unit owner or owners shall cast one (1) vote per unit only. The person voting shall be designated by those owners and shall so vote according to the terms of the Declaration of Condominium and the By-laws of this corporation, as presently constituted or as amended.

b. If a unit is owned by one person his right to vote shall be established by the roster of members.

If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the specific meeting for which originally given, and any lawfully adjourned meeting thereof. A proxy will not be valid for a period longer than ninety (90) days after the date of the first meeting for which it

was given. Every proxy is revocable at any time at the pleasure of the unit owner who executed it.

2.8 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by President
- b. Election of chairman of the meeting
- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment

2.10 Proviso. Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceeding of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three nor more than 11 directors, the exact number to be determined at the time of election.

3.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of five members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Any director may be removed by concurrence of a majority of all unit owners at a special meeting

of the members called for that purpose, or a regular meeting. In addition, an agreement in writing may be substituted for a vote at such meeting. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organizational meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

3.5 Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be

transmitted at least three (3) days prior to the meeting. A notice of regular meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9 Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the

majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes.

The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall be permitted. However, such a joinder shall not constitute the presence of that director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13 Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under

the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power of appointing committees from among the members from time to time to assist in the conduct of the affairs of

the Association as he in his discretion may determine appropriate.

5.3 The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5 The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination

at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.7 The compensation of all offices and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements (or to operations). The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Capital surplus for

(1) Deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(2) Replacements, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

c. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from that operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against apartment owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. Deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. Replacements, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. Operations, the amount of which may be to provide a working fund or to meet losses.

e. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

f. Further provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all units and maids' rooms of the condominium, or until developer elects to terminate its control of the condominium, or until required by Statute, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and capital surplus.

g. Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not

less than thirty (30) days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into twelve equal assessments, one of which shall be due on the first day of each calendar month of the year for which the assessments are made, or fifteen (15) days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first day of each calendar month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however,

that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required by these Bylaws.

6.4 Assessments for charges. Charges by the Association against members for other than common expenses shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

6.5 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts

shall be only by checks signed by such persons as are authorized by the directors.

6.7 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made, unless a majority of the board of directors waives the same and the condominium act of Florida allows the waiver.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation and these By-Laws.

8. Amendments. Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b. not less than 80% of the votes of the entire membership of the Association; or

c. until a majority of the directors are elected by members other than the Developer of the condominium, only by all of the directors.

8.3 Anything to the By-Laws to the contrary notwithstanding, any amendment to these By-Laws must be consented to in writing by the owners and holders of all first mortgage liens on all units.

Each owner of a unit shall be responsible for obtaining any consent of the first mortgagee of his or her unit required for the amendment of these By-Laws.

When unit owners other than the Developer own fifteen (15) percent or more of the units in a condominium that will be operated ultimately by an Association, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of directors of an Association:

(a) Three years after fifty (50) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after ninety (90) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of directors of an Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent, in condominiums with fewer than 500 units, and two (2) percent, in condominiums with more than 500 units, of the units in a condominium operated by the Association.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of directors of an Association, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the unit owners to elect the members of the Board of directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

Prior to, or not more than sixty (60) days after, the time that unit owners other than the Developer elect a majority of the members of Board of Directors of the Association, the Developer shall relinquish control and the unit

owners accept the same. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, including, but not limited to, those items, if applicable, required in Section 718.301(4), Florida Statutes.

The foregoing was adopted as the By-Laws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on September 1, 1980.

APPROVED


President


Secretary

State of Florida

713 PAGE 2204



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of COACH HOUSES AT LEEsburg CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on August 27, 1980, as shown by the records of this office.

The charter number for this corporation is 753982.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
3rd day of September, 1980.

George Firestone
Secretary of State

FILED

AUG 27 12 17 PM '80

SECRETARY OF STATE
TALLAHASSEE, FLORIDAARTICLES OF INCORPORATION
OF

COACH HOUSES AT LEEsburg CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name and Definitions

The name of the corporation shall be COACH HOUSES AT LEEsburg CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to F.S. 718.111 for the operation of COACH HOUSES AT LEEsburg, a condominium, located upon the following lands in Lake County, Florida:

Lot 4 of N. C. Lee Estates in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75 of the Public Records of Lake County, Florida, LESS the West 1367.05 feet and less the South 280.0 feet thereof.

ARTICLE III

Powers

The powers of the Association shall include and shall be governed by the following provisions:

3.2. Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Association before they shall become

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

l. To employ personnel to perform the services required for proper operation of the condominium (and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the condominium).

3.3 Purchase of units. (Except as provided for living accommodations of management personnel,) the Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4 Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of units of the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After transfer of the ownership of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Lake County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership and delivery to the Association of a certified copy of the recorded instrument. The owner receiving title of the unit by that instrument shall be a member of the Association and the membership of the prior owner shall be terminated.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to at least one vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

5.2 Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4 First directors. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

JAMES A. GRAY	1419 Beverly Point Road Leesburg, Florida 32748
VIRGINIA R. GRAY	1419 Beverly Point Road Leesburg, Florida 32748
J. ROBERT DUGGAN	734 N. Third Street Suite 118 Leesburg, Florida 32748

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Indemnification

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE VIII

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and members in the manner provided by the Bylaws.

ARTICLE IX

Amendments

Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either

a. by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

b. by not less than eighty percent (80%) of the votes of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in §3.3 to 3.6 of Article III, entitled "Powers", without approval in writing by all members. No amendment shall be made that is not consented to in writing by all first mortgagees or that is in conflict with the Condominium Act. Each owner of a unit shall be responsible for obtaining any consent of the first mortgagee of his or her unit required for the amendment of these Articles.

9.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Lake County, Florida.

ARTICLE X

Term

The term of the Association shall be perpetual.

ARTICLE XI

Subscribers

The names and addresses of the subscribers to these

Registered Office and Registered Agent

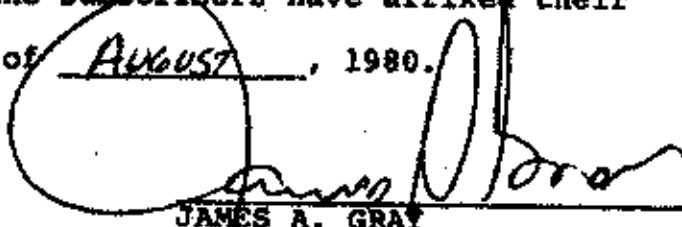
The registered office of the Association shall be 1419 Beverly Point Rd., Leesburg Florida, or at such other place as may be subsequently designated by the Board of Directors. The name and address of the registered agent of the Association is JAMES A. GRAY, at 1419 Beverly Point Rd., Leesburg, Florida, or such other person as may be subsequently designated by the Board of Directors.

Acceptance of Designation

The undersigned accepts the appointment as registered agent for the aforesaid Association.


JAMES A. GRAY

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 5th day of AUGUST, 1980.


JAMES A. GRAY


VIRGINIA R. GRAY


J. ROBERT DUGGAN

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, personally appeared JAMES A. GRAY and VIRGINIA R. GRAY, who are known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of AUGUST, 1980.


Notary Public

My Commission Expires:

STATE OF FLORIDA

713 PAGE 2213

COUNTY OF LAKE

BEFORE ME, personally appeared J. ROBERT DUGGAN, who is known to me to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of August, 1980.

Marta A. Kelly
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 4 1982
BONDED thru GENERAL INS. UNDERWRITERS

State of Florida

713 PAGE 2214



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on November 21, 1980, as shown by the records of this office.

The charter number of this corporation is 753982.



CER 101 Rev. 5-78

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of November, 1980.

George Firestone
George Firestone
Secretary of State

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

COACH HOUSES AT LEEsburg CONDOMINIUM ASSOCIATION, INC.

Article III, Paragraph 3.1 of the Articles of Incorporation of COACH HOUSES AT LEEsburg CONDOMINIUM ASSOCIATION, INC., is hereby amended to read as follows:

3.1 General. The Association shall have included within its powers and duties all of those set forth within Section 718.111 of the Florida Statutes, as amended, and those set forth in the Declaration of Condominium and the By-Laws of this corporation, if they are not inconsistent with that Section of Chapter 718 of the said Florida Statutes.

Article III, Paragraph 3.2 of the Articles of Incorporation of the aforesaid corporation is hereby amended to read as follows:

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Declaration of Condominium and other condominium documents, except as limited by these Articles or the Florida Condominium Act and, in addition, shall have all of the powers and duties reasonably necessary to operate a condominium pursuant to the Declaration and the aforesaid Condominium Act as it may be amended from time to time, including but not limited to the following:

(the remainder of said Paragraph 3.2 of Article III shall continue as originally

COACH HOUSES AT LEESBURG CON-
DOMINIUM ASSOCIATION, INC.

Attest:

BY:

JAMES A. GRAY, President

Virginia R. Gray
 VIRGINIA R. GRAY, Secretary
 Treasurer

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, personally appeared JAMES A. GRAY and VIRGINIA R. GRAY, the President and Secretary/Treasurer, respectively, of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC., a Florida corporation, who acknowledged before me that they executed the foregoing Articles of Amendment for the purposes therein expressed under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of November 1980.

Kay Zerk
 Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES DEC 9 1982
 BONDED THRU GENERAL INS. UNDERWRITERS

This Amendment is made in accordance with the articles of incorporation file with the Secretary of State Office.

EXHIBIT "G"

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS
AND COMMON SURPLUS IF PHASE II IS SUBMITTED
TO CONDOMINIUM OWNERSHIP.

The undivided share in the land and other common elements and common surplus appurtenant to each condominium unit in both Phases I and II if Phase II is submitted to condominium ownership is as follows:

<u>UNIT</u>	<u>PERCENTAGE</u>
1A	3.305
2A	2.945
3A	3.305
4A	2.945
1B	3.305
2B	2.945
3B	3.305
4B	2.945
1C	3.305
2C	2.945
3C	3.305
4C	2.945
1D	3.305
2D	2.945
3D	3.305
4D	2.945
1E	3.305
2E	2.945
3E	3.305

<u>UNIT</u>	<u>PERCENTAGE</u>
1G	3.305
2G	2.945
3G	3.305
4G	2.945
1H	3.305
2H	2.945
3H	3.305
4H	2.945

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP OF COACH HOUSES AT LEEBSBURG, a Condominium

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP is made this 17th day of APRIL, 1981, and certifies that the attached copy of the Amendment to Declaration of Condominium Ownership of COACH HOUSES AT LEEBSBURG, a Condominium, was duly adopted by the Developer and the Association of the Condominium and, further, that the existing lender, FIRST FAMILY FEDERAL SAVINGS AND LOAN ASSOCIATION, executes this Certificate as a consent to the amendment, according to the terms set forth therein, and has no objection to the same.

EXECUTED the day and year first above written.

Witnesses:

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

Deborah Mangus
Marta A. Needy

By: [Signature]
JAMES A. GRAY, President

Attest: [Signature]
VIRGINIA R. GRAY, Secretary
Treasurer

Witnesses:

FIRST FAMILY FEDERAL SAVINGS
AND LOAN ASSOCIATION

[Signature]
[Signature]

By: [Signature]

Attest: [Signature]

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared JAMES A. GRAY and VIRGINIA R. GRAY, the President and Secretary/Treasurer of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., who acknowledged before me that they executed the foregoing Amendment on behalf of said corporation under authority duly vested in them, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 17th day of APRIL, 1981.

Marta A. Needy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 31 1982
I HAVE THE GREAT SEAL OF THE STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared CHARLIE R. JONES, PRESIDENT
and HOPE S. ZALESKI, SECRETARY, of FIRST FAMILY FEDERAL SAVINGS
AND LOAN ASSOCIATION, who acknowledged before me that they exe-
cuted the foregoing instrument on behalf of said institution under
authority duly vested in them, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County
last aforesaid this 17th day of April, 1981.

Karen L. Walker
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 28 1984
BONDED THRU GENERAL IND. UNDERWRITERS

THIS INSTRUMENT PREPARED BY:
J. ROBERT DUGGAN, Esquire
P. O. Box 904
Leesburg, Florida 32748

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF COACH HOUSES AT LEEsburg, a Condominium

THIS AMENDMENT to the Declaration of Condominium Ownership of COACH HOUSES AT LEEsburg, a Condominium, originally executed on the 20th day of November, 1980, by CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., the Developer, and subsequently recorded on the 21st day of November, 1980, in Official Records Book 713, page 2137, et seq., is made this 17th day of April, 1981, by the parties subscribing hereto and for the purpose of amending the Declaration of Condominium in its final and completed form with all buildings in place and in their exact locations, as follows:

The Developer amends the Declaration of Condominium Ownership and attaches to this Amendment Sheets 1, 2, 3, and 4 of Exhibit "B" and Sheets 1 and 3 of Exhibit "C" as amended, with a Certificate of Surveyor, showing the exact location of the buildings placed upon the property comprising Buildings A, B, C, and D, Phase I, of the Condominium.

EXECUTED on the day and year first above written

Signed, Sealed and Delivered
in the Presence of:

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

Deborah Mangus
Mattie A. Keedy

By:

James A. Gray
JAMES A. GRAY, President

Attest:

Virginia R. Gray
VIRGINIA R. GRAY, Secretary/
Treasurer

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, personally appeared JAMES A. GRAY and VIRGINIA R. GRAY, the President and Secretary/Treasurer of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., who acknowledged before me that they executed the foregoing Amendment on behalf of said corporation under authority duly vested in them, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 17th day of April, 1981.

Mattie A. Keedy
Notary Public

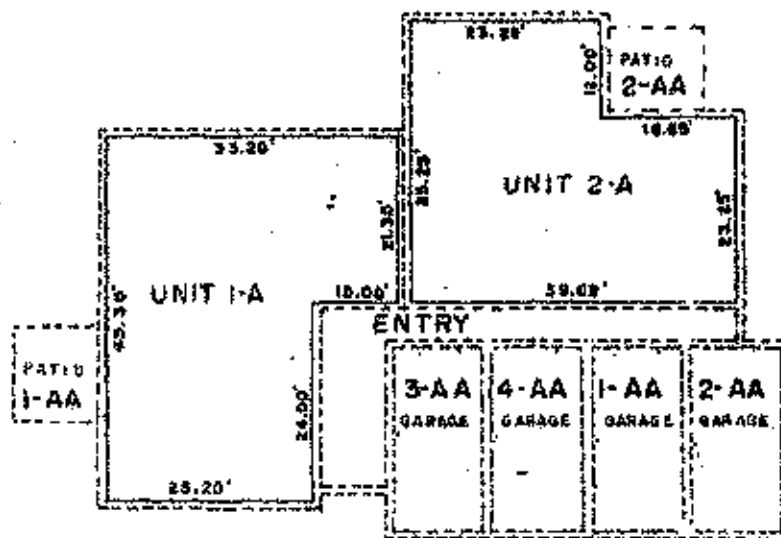
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 8, 1982
BONDED thru Central Ins. Underwriting

COACH HOUSES

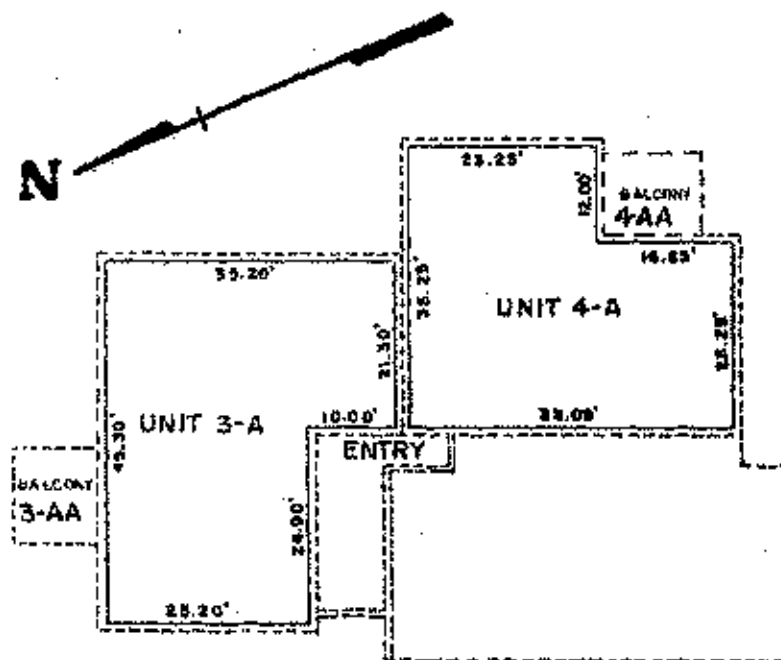
AT LEESBURG
BUILDING "A"

BOOK 723 PAGE 1791



FIRST FLOOR UNITS

UNIT 1-A FLOOR EL. 84.83'
UNIT 1-A CEILING EL. 92.80
UNIT 2-A FLOOR EL. 84.83
UNIT 2-A CEILING EL. 92.82



SECOND FLOOR UNITS

UNIT 3-A FLOOR EL. 93.53
UNIT 3-A CEILING EL. 101.80
UNIT 4-A FLOOR EL. 93.55
UNIT 4-A CEILING EL. 101.82

NOTE:

Limited common elements reserved for the use of individual units are identified by reference to the double lettered and numbered limited common element designations which correspond to the single lettered and numbered apartment unit designations, i.e. 1-A and 1-AA

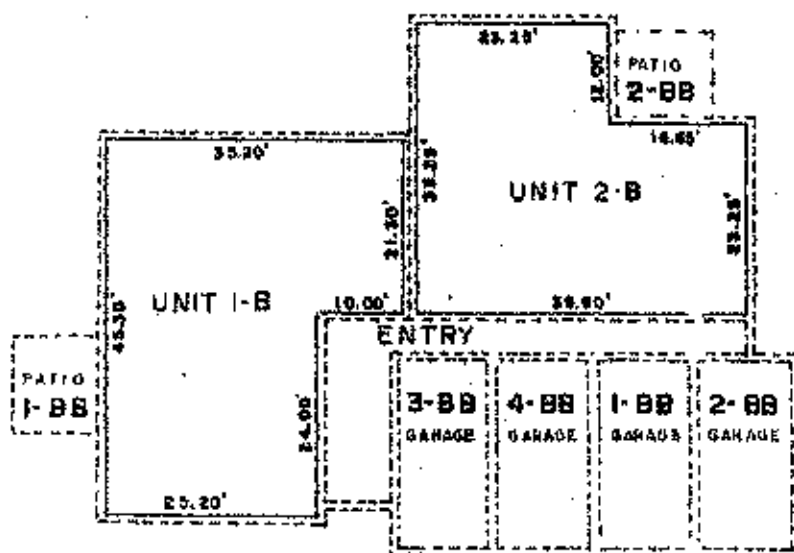
Sheet 1

EXHIBIT "B"

A. E. SESSIONS
FLA. REG. LAND SURVEYOR NO. 1777

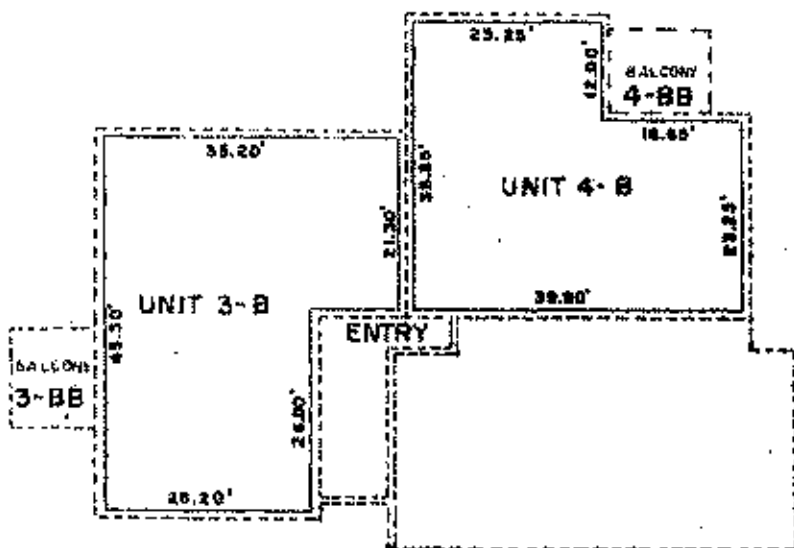
AT LEESBURG BUILDING "B"

10062 723 PAGE 1792



FIRST FLOOR UNITS

UNIT 1-B FLOOR EL. 87.09
UNIT 1-B CEILING EL. 95.05
UNIT 2-B FLOOR EL. 87.09
UNIT 2-B CEILING EL. 95.05



SECOND FLOOR UNITS

UNIT 3-B FLOOR EL. 95.80
UNIT 3-B CEILING EL. 103.78
UNIT 4-B FLOOR EL. 95.82
UNIT 4-B CEILING EL. 103.80

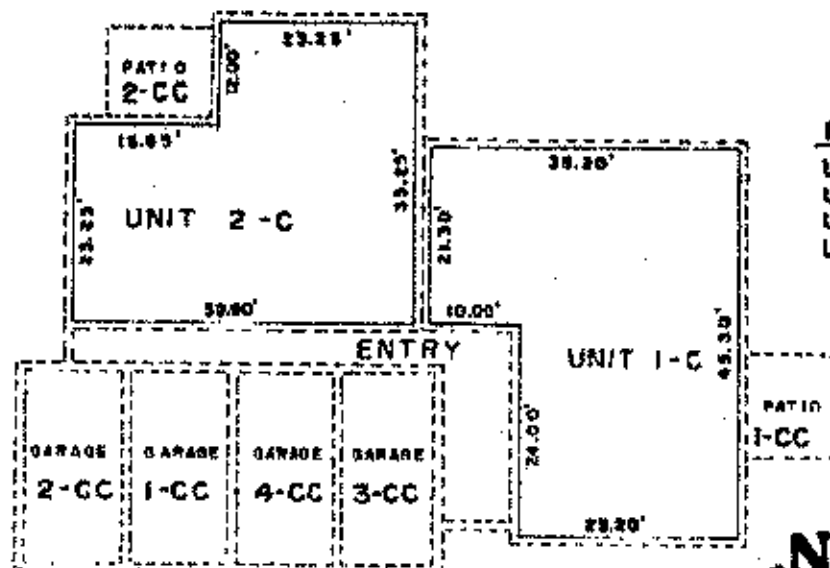
NOTE:

Limited common elements reserved for the use of individual units are identified by reference to the double lettered and numbered limited common element designations which correspond to the single lettered and numbered apartment unit designations, i.e. 1-A and 1-AA

COACH HOUSES

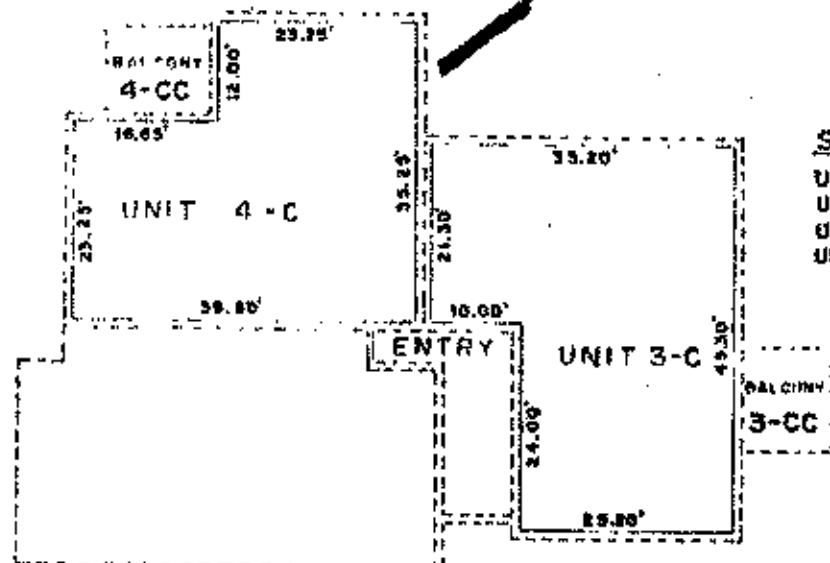
AT LEESBURG
BUILDING "C"

723 PAGE 1793



FIRST FLOOR UNITS

UNIT 1-C FLOOR EL. 87.13
UNIT 1-C CEILING EL. 95.18
UNIT 2-C FLOOR EL. 87.13
UNIT 2-C CEILING EL. 95.18



SECOND FLOOR UNITS

UNIT 3-C FLOOR EL. 95.83
UNIT 3-C CEILING EL. 103.73
UNIT 4-C FLOOR EL. 95.82
UNIT 4-C CEILING EL. 103.74

NOTE:

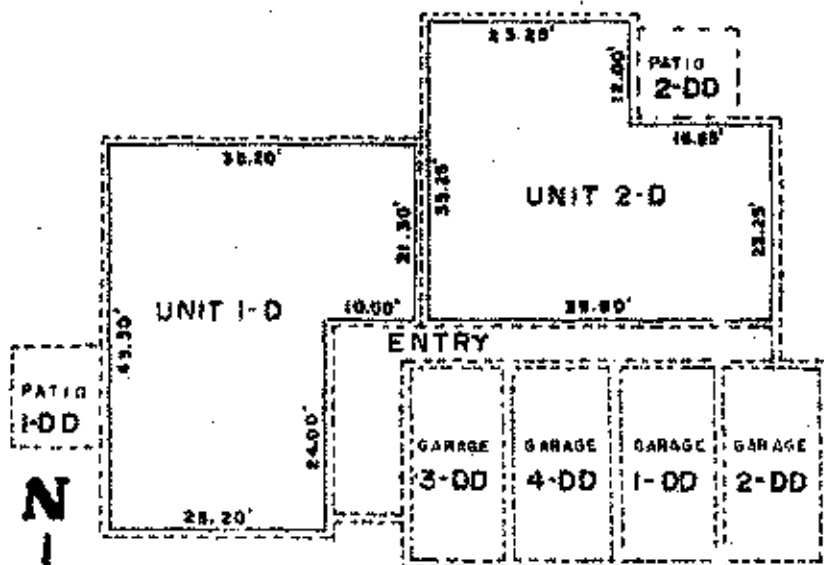
1- Limited common elements reserved for the use of individual units are identified by reference to the double lettered and numbered limited common element designations which correspond to the single lettered and numbered apartment unit designations, i.e. 1-A & 1-AA.

Revised - March 1981 as to Final Elevation and Status of Construction.



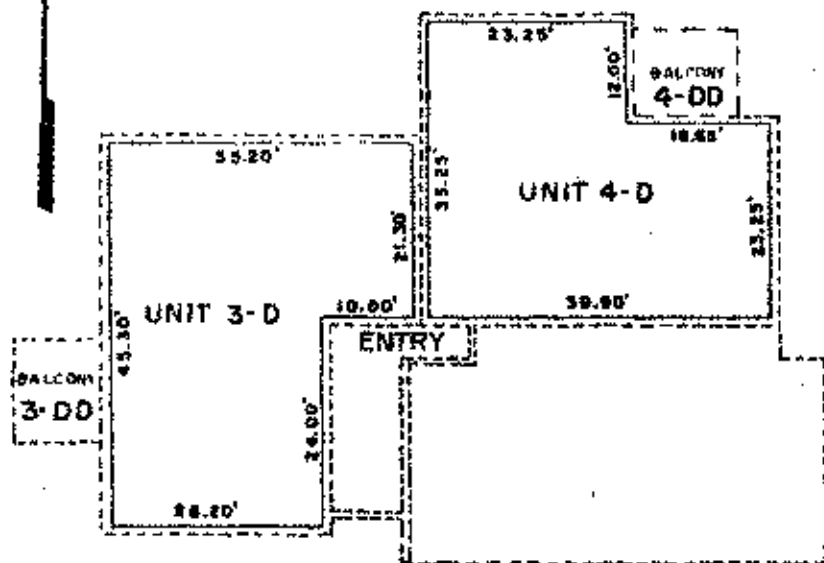
AT LEESBURG BUILDING "D"

723 PAGE 1794



FIRST FLOOR UNITS

UNIT 1-D FLOOR EL. 84.82
UNIT 1-D CEILING EL. 92.84
UNIT 2-D FLOOR EL. 84.80
UNIT 2-D CEILING EL. 92.80



SECOND FLOOR UNITS

UNIT 3-D FLOOR EL. 93.47
UNIT 3-D CEILING EL. 101.42
UNIT 4-D FLOOR EL. 93.45
UNIT 4-D CEILING EL. 101.40

NOTE:

1- Limited common elements reserved for the use of individual units are identified by reference to the double lettered and numbered limited common element designations which correspond to the single lettered and numbered apartment unit designations, i.e. 1-A & 1-AA.

Revised - March 1981 as to Final Elevations and Status of Construction.



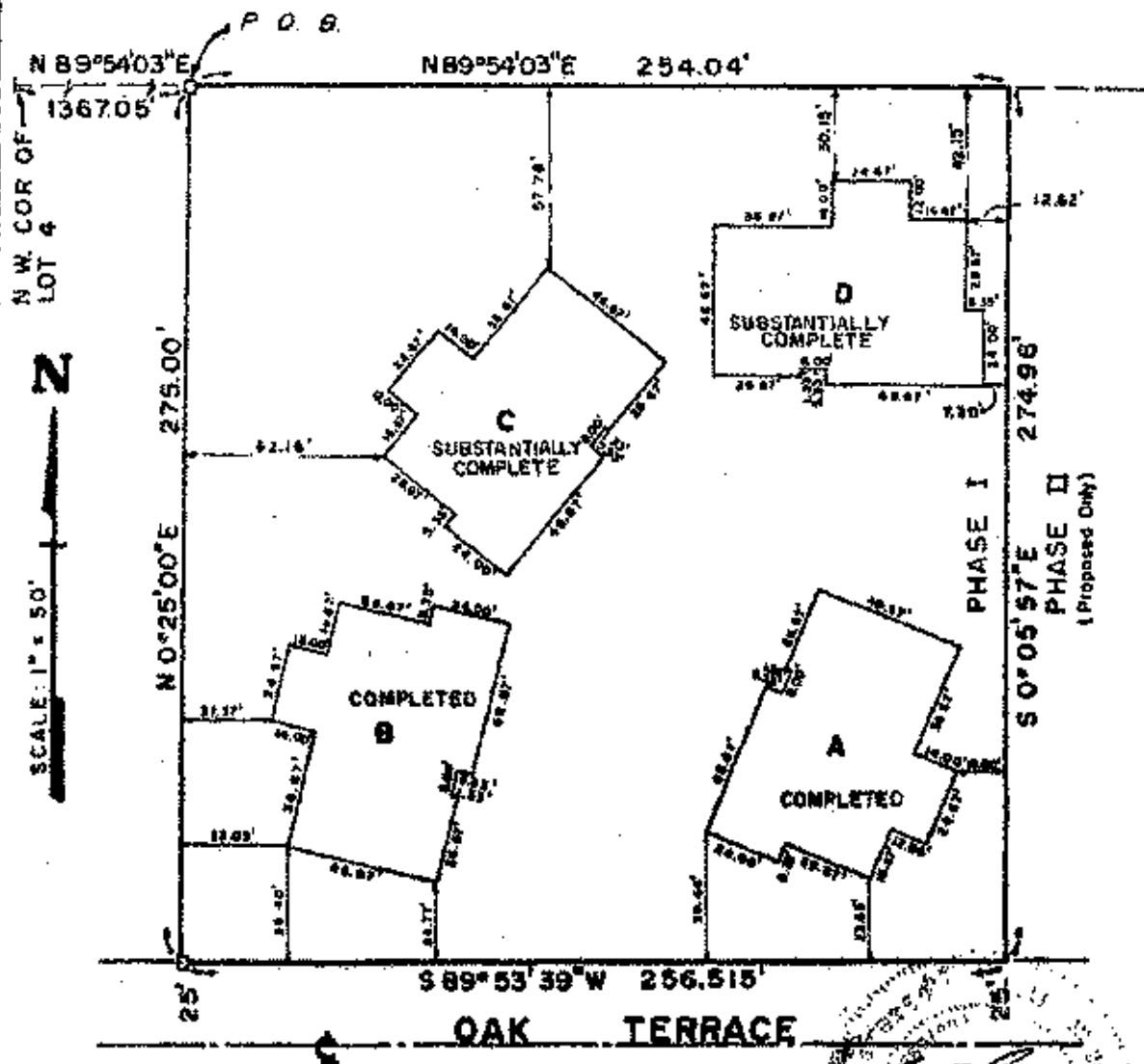
COACH HOUSES

AT LEESBURG
A CONDOMINIUM OF

723 PAGE 1795

COMMENCE AT THE N.W. CORNER OF LOT 4, H.C. LEE ESTATE IN THE CITY OF LEESBURG, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 75, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N 89° 54' 03" E ALONG THE SOUTH LINE OF PROPERTY OWNED BY HUGH A. BOURLAY III, 1367.05 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; FROM SAID POINT-OF-BEGINNING CONTINUE N 89° 54' 03" E ALONG SAID SOUTH LINE OF PROPERTY OWNED BY HUGH A. BOURLAY III, 254.04 FEET; THENCE S 0° 05' 57" E 274.96 FEET TO THE NORTH LINE OF RIGHT-OF-WAY OF OAK TERRACE (THE SAME BEING THE NORTH LINE OF THE S. 280 FEET OF SAID LOT 4); THENCE S 89° 53' 39" W ALONG SAID NORTH LINE OF OAK TERRACE AND NORTH LINE OF S. 280 FEET OF LOT 4, A DISTANCE OF 256.515 FEET TO A POINT 1367.05 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE RUN N 0° 25' 00" E PARALLEL TO SAID WEST LINE OF LOT 4, A DISTANCE OF 275.00 FEET TO THE POINT-OF-BEGINNING.

Revised - March 1981 as to Status of Construction and Location of Buildings C and D.



COACH HOUSES AT LEESBURG

723 PAGE 1796

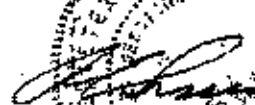
COACH HOUSES at LEESBURG, a condominium, consists of all real property and improvements included in the plot plans and surveys designated as "Phase I" which includes Exhibit "B", sheets 1 through 4 and Exhibit "C", sheets 1 and 3, inclusive, and real property designated as "Phase II" in such plot plans and surveys of the condominium are not included within the same.

Each unit of the condominium is composed of an apartment and has as a limited common element thereof, a balcony or patio and garage as shown by those designations of the plot plans filed with the condominium documents. The upper boundary of each apartment unit shall be the plane of the lower surface of the unfinished ceiling and the lower boundary shall be the plane of the upper surface of the unfinished floor slab. The perimetrical boundaries of the unit shall be the vertical plane of the interior of the walls bounding the unit extended to the inner section with each other and the upper and lower boundaries. The dimensions shown within the plot plans and surveys are average, not withstanding the actual location of the walls, ceilings, and floors. All elevations are in reference to U.S.C. and G.S. datum, and elevations and dimensions are shown in feet and decimals thereof.

CERTIFICATION OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, does hereby certify that a survey was made of the lands described as Phase I herein and dedicated to condominium use, with the improvements as shown and demonstrated thereon described in the survey and plot plan with graphic descriptions of the improvements, designated as Exhibit "B", sheets 1 through 4, and Exhibit "C", sheets 1 and 3, inclusive, with the declaration as recorded in Official Records Book 713, page 2137, Public Records of Lake County, Florida, and as amended in Official Record Book page , Public Records of Lake County, Florida, and it is a correct representation of all improvements which are substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements completed, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

22 MAR 1981
Date


A. E. Sessions
Registered Land Surveyor
No. 1777
State of Florida

Revised - March, 1981 as to status of construction, final elevations and locations of buildings C and D.

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP OF COACH HOUSES AT LEESBURG, a Condominium

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP is made this 17th day of APRIL, 1981, and certifies that the attached copy of the Amendment to Declaration of Condominium Ownership of COACH HOUSES AT LEESBURG, a Condominium, was duly adopted by the Developer and the Association of the Condominium and, further, that the existing lender, FIRST FAMILY FEDERAL SAVINGS AND LOAN ASSOCIATION, executes this Certificate as a consent to the amendment, according to the terms set forth therein, and has no objection to the same.

EXECUTED the day and year first above written.

Witnesses:

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By: James A. Gray

JAMES A. GRAY, President

Attest: Virginia R. Gray

VIRGINIA R. GRAY, Secretary
Treasurer

Witnesses:

FIRST FAMILY FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Charles R. Jones

Attest: Wayne S. Zaleski

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared JAMES A. GRAY and VIRGINIA R. GRAY, the President and Secretary/Treasurer of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., who acknowledged before me that they executed the foregoing Amendment on behalf of said corporation under authority duly vested in them, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 17th day of APRIL, 1981.

Mattie A. Needy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 18 1982
I HAVE THIS CERTIFICATE UNDERWRITTEN

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared CHARLIE R. JONES, PRESIDENT
and HOPE S. ZALESKI, SECRETARY, of FIRST FAMILY FEDERAL SAVINGS
AND LOAN ASSOCIATION, who acknowledged before me that they exe-
cuted the foregoing instrument on behalf of said institution under
authority duly vested in them, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County
last aforesaid this 17th day of April, 1981.

Karen J. Walker
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 28 1984
BONDED THRU GENERAL INS. UNDERWRITING

THIS INSTRUMENT PREPARED BY:
J. ROBERT DUGGAN, Esquire
P. O. Box 904
Leesburg, Florida 32748

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF COACH HOUSES AT LEEsburg, a Condominium

THIS AMENDMENT to the Declaration of Condominium Ownership of COACH HOUSES AT LEEsburg, a Condominium, originally executed on the 20th day of November, 1980, by CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., the Developer, subsequently recorded on the 21st day of November, 1980, in O. R. Book 713, page 2137, et seq., and amended at O. R. Book 723, page 1788, all in the Public Records of Lake County, Florida, is made this 11th day of MAY, 1981, by the parties subscribing hereto and for the purpose of further amending the Declaration of Condominium as follows:

The Developer hereby elects, under and according to the provisions of Paragraph 24 of the Declaration of Condominium Ownership, to develop an additional phase upon the following described real property.

Commence at the N.W. corner of N. C. Lee Estates in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75, Public Records of Lake County, Florida; thence run N 89°54'03" E along the South line of property owned by Hugh A. Bourley, III, 1621.09 ft. to the Point of Beginning of this description; from said Point of Beginning continue N 89°54'03" E along said South line of property owned by Hugh A. Bourley III, 262.86 ft.; thence S 01°13'22" W along the West line of property owned by Hugh A. Bourley III, 275.00 ft. to the North line of right of way of Oak Terrace (the same being the North line of the South 280 ft. of said Lot 4); thence S 89°53'39" W along said North line 256.515 ft.; thence N. 00°05'57" W 274.96 ft. to the Point of Beginning.

thereby submitting to condominium form of ownership the aforesaid property, under the terms of said Declaration. The Developer ratifies and affirms its previous submission of the following described property to condominium ownership, to-wit:

Lot 4 of N. C. Lee Estates, in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75, of the Public Records of Lake County, Florida, LESS the West 1367.05 feet and LESS the South 280.0 feet thereof.

RECORDED AND RETURNED TO
CLERK OF CIRCUIT COURT
LAKE COUNTY, FLA.
James L. Smith

MAY 14 10 31 AM '81

descriptions provided by the original Exhibits "B" and "C", as amended, not contradicting the amending exhibits, remain, and are, in full force and effect, unaltered.

EXECUTED on the day and year first above written.

Witnesses:

Robert Snaggen
Maria A. Keedy

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By: James A. Gray
JAMES A. GRAY, President

Attest: Virginia R. Gray
VIRGINIA R. GRAY,
Secretary/Treasurer

STATE OF FLORIDA

COUNTY OF LAKE

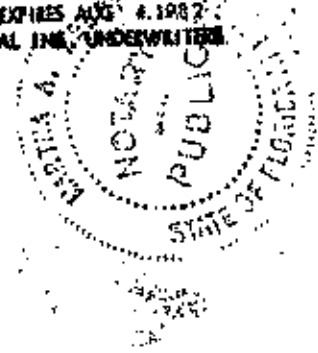
BEFORE ME, the undersigned authority, personally appeared JAMES A. GRAY and VIRGINIA R. GRAY, the President and Secretary/Treasurer of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., and they severally acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal on the State and County last aforesaid this 1st day of MAY, 1981.

Maria A. Keedy
Notary Public

My Commission Expires:

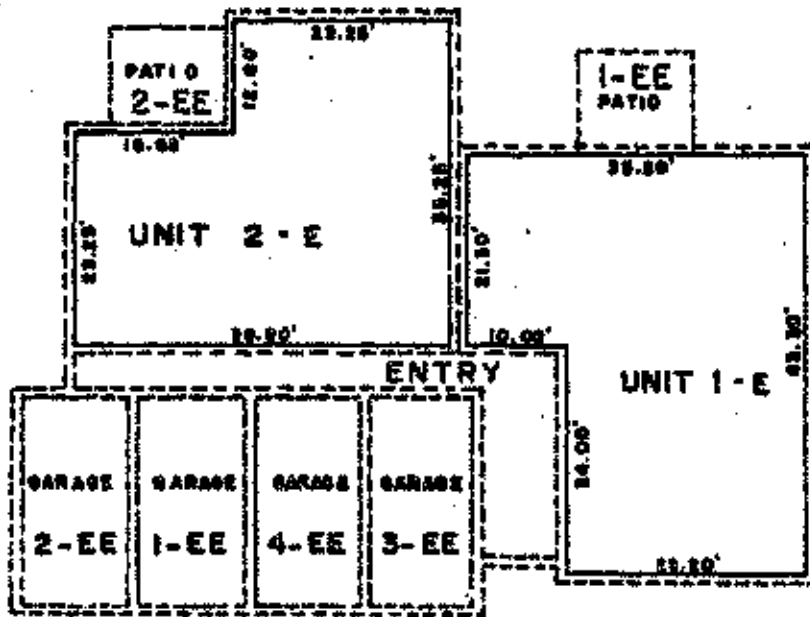
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 4, 1982
BONDED THRU GENERAL INS. UNDERWRITER



COACH HOUSES

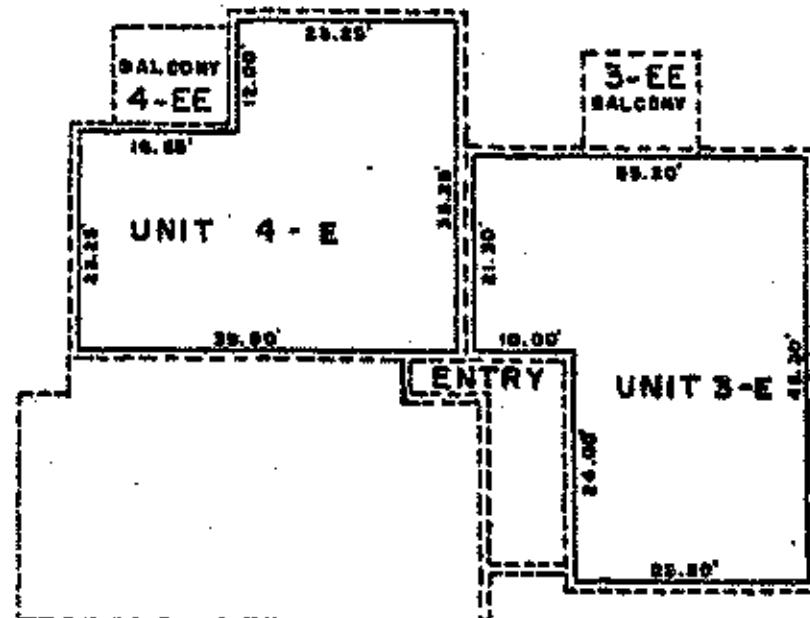
AT LEESBURG

BUILDING "E"



FIRST FLOOR UNITS

UNIT 1-E FLOOR EL. 84.00
 UNIT 1-E CEILING EL. 92.00
 UNIT 2-E FLOOR EL. 84.00
 UNIT 2-E CEILING EL. 92.00



SECOND FLOOR UNITS

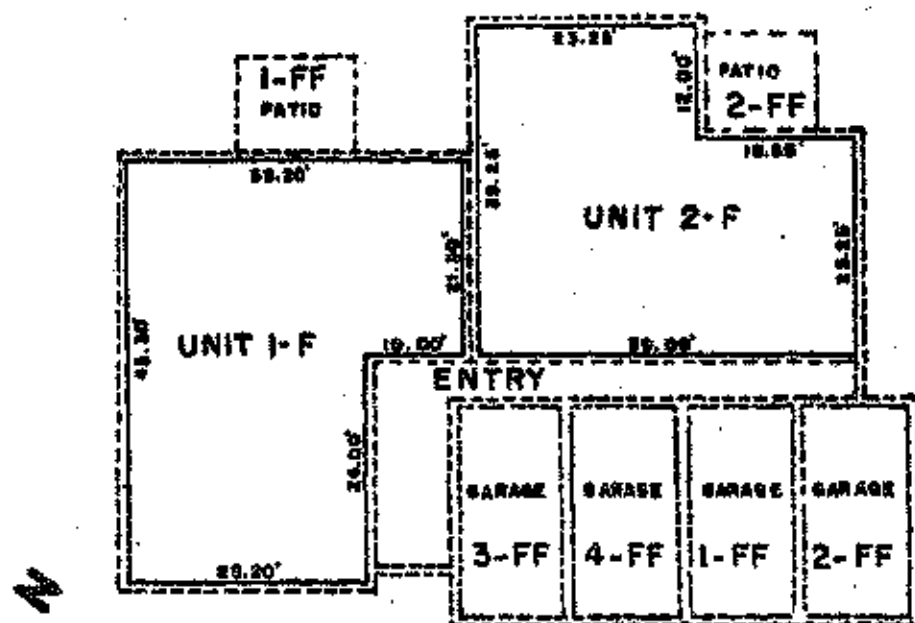
UNIT 3-E FLOOR EL. 92.66
 UNIT 3-E CEILING EL. 100.66
 UNIT 4-E FLOOR EL. 92.66
 UNIT 4-E CEILING EL. 100.66

NOTE:

COACH HOUSES

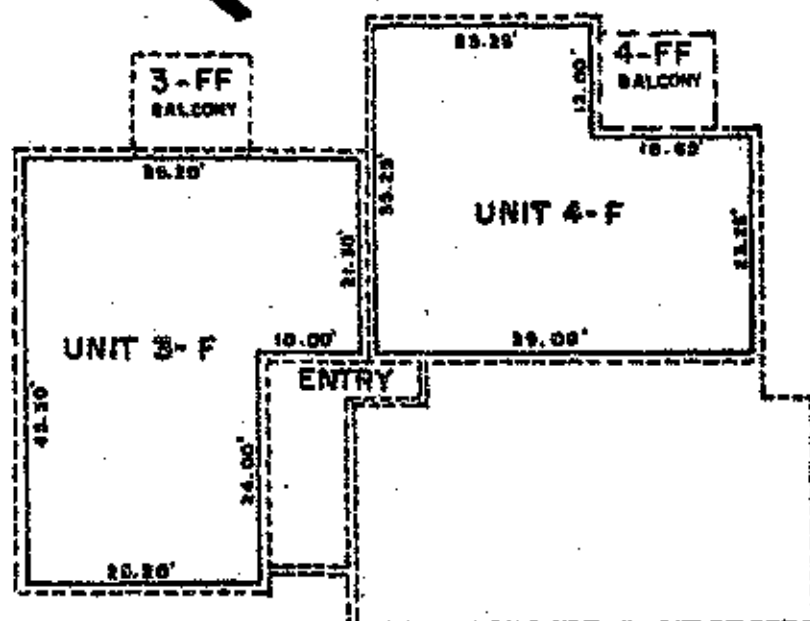
AT LEESBURG

BUILDING "F"



FIRST FLOOR UNITS

UNIT 1-F FLOOR EL. 83.50
 UNIT 1-F CEILING EL. 91.50
 UNIT 2-F FLOOR EL. 83.50
 UNIT 2-F CEILING EL. 91.50



SECOND FLOOR UNITS

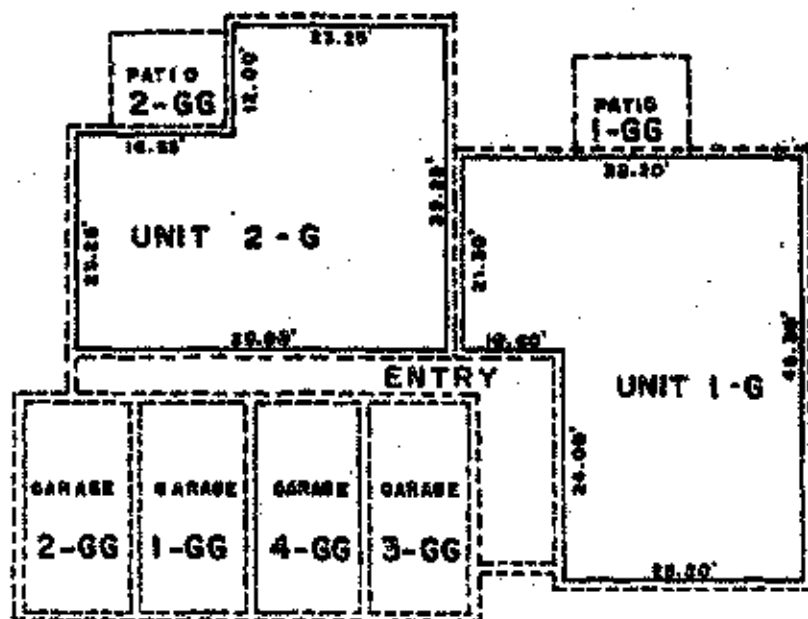
UNIT 3-F FLOOR EL. 92.16
 UNIT 3-F CEILING EL. 100.16
 UNIT 4-F FLOOR EL. 92.16
 UNIT 4-F CEILING EL. 100.16

NOTE:

1 - Limited common elements reserved for the use of individual units are identified by references to the double lettered and numbered

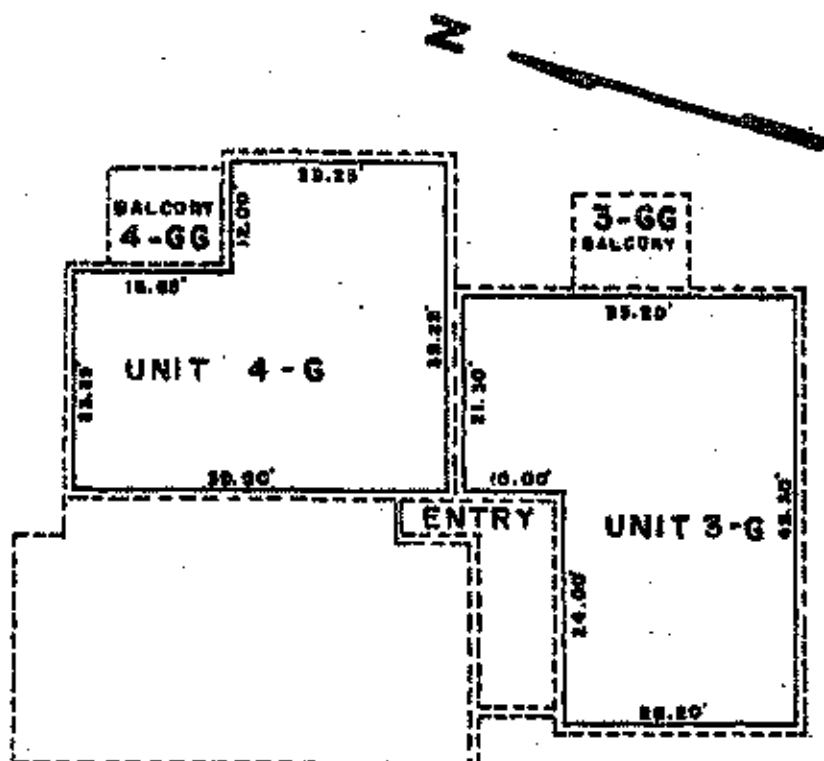
COACH HOUSES

AT LEESBURG
BUILDING "G"



FIRST FLOOR UNITS

UNIT 1-G FLOOR EL. 82.50
UNIT 1-G CEILING EL. 90.50
UNIT 2-G FLOOR EL. 82.50
UNIT 2-G CEILING EL. 90.50



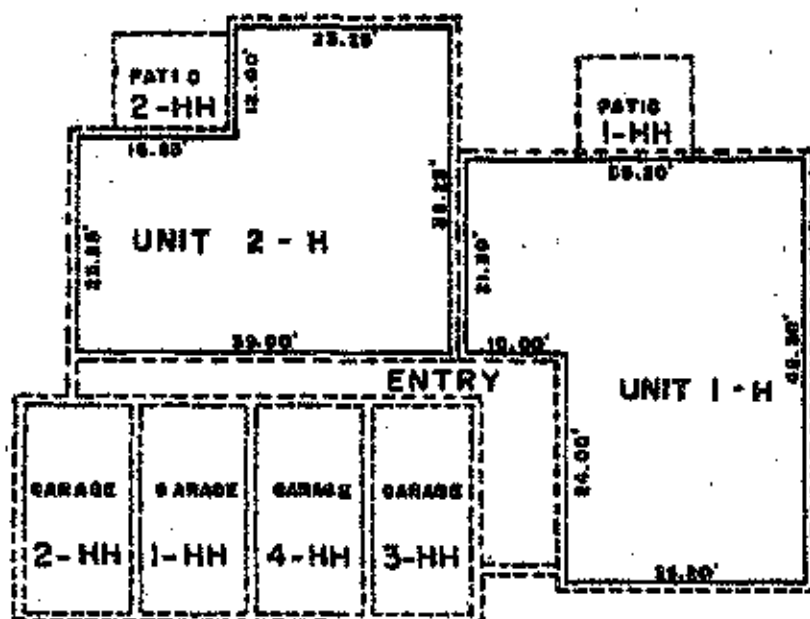
SECOND FLOOR UNITS

UNIT 3-G FLOOR EL. 91.16
UNIT 3-G CEILING EL. 99.16
UNIT 4-G FLOOR EL. 91.16
UNIT 4-G CEILING EL. 99.16

COACH HOUSES

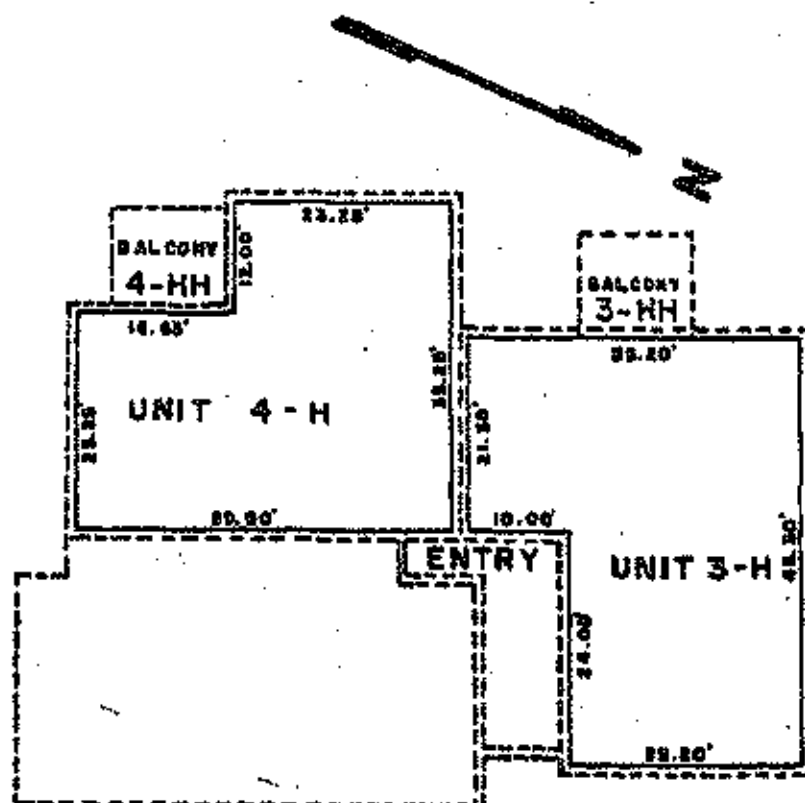
AT LEESBURG

BUILDING "H"



FIRST FLOOR UNITS

UNIT 1-H FLOOR EL. 83.00
 UNIT 1-H CEILING EL. 91.00
 UNIT 2-H FLOOR EL. 83.00
 UNIT 2-H CEILING EL. 91.00



SECOND FLOOR UNITS

UNIT 3-H FLOOR EL. 91.66
 UNIT 3-H CEILING EL. 99.66
 UNIT 4-H FLOOR EL. 91.66
 UNIT 4-H CEILING EL. 99.66

NOTE:

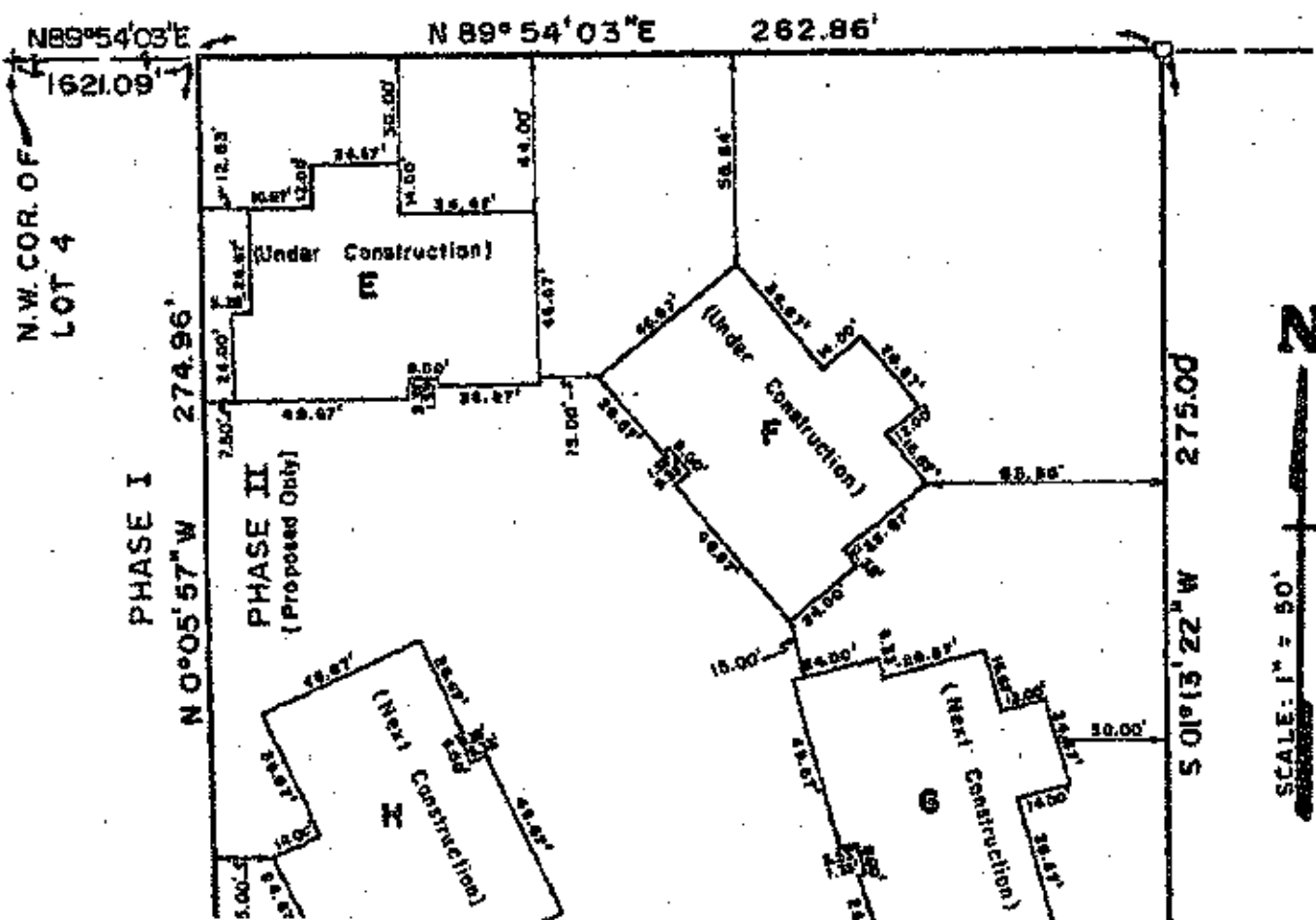
1 - Limited common elements reserved for the use of individual units

COACH HOUSES

AT LEESBURG

PHASE II: Commence at the N.W. corner of N.C. Lee Estates in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75, Public Records of Lake County, Florida; thence run N.89°54'03"E. along the South line of property owned by Hugh A. Bourlay III, 1621.09 ft. to the Point of Beginning of this description; from said Point of Beginning continue N.89°54'03"E. along said South line of property owned by Hugh A. Bourlay III, 262.86 ft.; thence S.01°13'22"W. along the West line of property owned by Hugh A. Bourlay III, 275.00 ft. to the North line of right of way of Oak Terrace (the same being the North line of the South 280 ft. of said Lot 4); thence S.89°53'39"W. along said North line 256.515 ft.; thence N.00°05'57"W., 274.96 ft. to the Point of Beginning.
Subject to all easements, rights of way and restrictions of record.

NOTE: Buildings G & H are stacked locations and are therefore estimated as to actual position on the surveyed real property.



COACH HOUSES

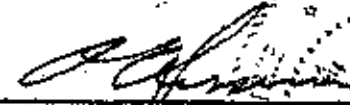
AT LEESBURG

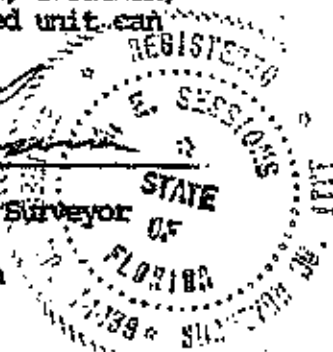
COACH HOUSES AT LEESBURG, a condominium, consists of all real property and improvements included in the plot plans and surveys designated as "Phase I" which includes Exhibit "B", sheets 1 through 4, and Exhibit "C", sheets 1 and 3, inclusive, and real property and improvements included in plot plans and surveys designated as Phase II which includes Exhibit "B", sheets 1 through 4 and Exhibit "I", sheets 1 and 2, inclusive. Each unit of the condominium is composed of an apartment and has a limited common element thereof, a balcony or patio and garage as shown by those designations of the plot plans filed with the condominium documents. The upper boundary of each apartment unit shall be the plane of the upper surface of the unfinished floor slab. The perimetrical boundaries of the unit shall be the vertical plane of the interior of the walls bounding the unit extended to the inner section with each other and the upper and lower boundaries. The dimensions shown within the plot plans and surveys are average, notwithstanding the actual location of the walls, ceilings, and floors. All elevations are in reference to U.S.C. and G.S. datum, and elevations and dimensions are shown in feet and decimals thereof.

CERTIFICATION OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, does hereby certify that a survey was made of the lands described as "Phase I" and "Phase II" and dedicated to condominium use, with the improvements as shown and demonstrated thereof described in the surveys and plot plans with graphic descriptions of the improvements, designated as Exhibit "B", sheet 1 through 4, and Exhibit "C", sheets 1 and 3, inclusive, with the Declaration as recorded in Official Records Book 713, page 2137, as amended in Official Record Book 723, page 1788 and Official Record Book , page , all in the Public Records of Lake County, Florida, and is a correct representation of all improvements which are complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements completed, and that the identification, location, and dimensions of the common elements and of each completed unit can be determined from these materials.

8 May 81
Date


A. E. Sessions
Registered Land Surveyor
No. 1777
State of Florida



CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP OF COACH HOUSES AT LEEsburg, a Condominium

THIS CERTIFICATE of Amendment to Declaration of Condominium Ownership is made this 4th day of December, 1981, and certifies that the attached copy or original of the Amendment to Declaration of Condominium Ownership of COACH HOUSES AT LEEsburg, a Condominium, was duly adopted by the Developer and/or Developers and, further, that the existing lender, FLAGSHIP BANK OF LAKE COUNTY, executes this Certificate as a consent to the amendment, according to the terms set forth therein, and has no objection to the same.

EXECUTED the day and year first above written.

Witnesses:

Ray Zosky
Martha A. Hardy

Witnesses:

Ray Zosky
Martha A. Hardy

Witnesses:

Robert Anggren
Fabrizio M. Rozier

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By: James A. Gray
JAMES A. GRAY, President

MALONE DEVELOPMENT AND
CONSTRUCTION, INC.

By: Sammy D. Malone
SAMMY D. MALONE, President

FLAGSHIP BANK OF LAKE COUNTY

By: R.W. Martin
R.W. MARTIN, President

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared JAMES A. GRAY, President of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., who acknowledged before me that he executed the foregoing document on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 4th day of December, 1981.

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared JIMMY D. MALONE, the President of MALONE DEVELOPMENT AND CONSTRUCTION, INC., who acknowledged before me that he executed the foregoing document on behalf of said corporation and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 4th day of DECEMBER, 1981.

Marta A. Hardy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 4 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared K. W. Mullis the President of FLAGSHIP BANK OF LAKE COUNTY, who acknowledged before me that executed the foregoing instrument on behalf of said institution and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 7th day of December, 1981.

Patricia M. Brown
Notary Public

My Commission Expires:

Notary Public, State of Florida, at Large
My Commission Expires Jan. 23, 1982
BONDED BY American Fire & Casualty Company

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF COACH HOUSES AT LEEsburg, a Condominium

THIS AMENDMENT to the Declaration of Condominium Ownership of COACH HOUSES AT LEEsburg, a Condominium, originally executed on the 20th day of November, 1980, by CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., the original Developer, and subsequently recorded on the 21st day of November, 1980, in Official Records Book 713, page 2137, et seq., and amended by documents recorded in Official Records Book 723, page 1790 and Official Records Book 725, page 1038, all in the Public Records of Lake County, Florida, is made this 4th day of December, 1981, by the parties subscribing hereto for the purpose of amending the Declaration of Condominium showing the final and completed locations of buildings in place, with proper elevations, as follows:

The Developer or Developers as the case may be amend the Declaration of Condominium Ownership and attaches to this Amendment Sheets 1 through 4 of Exhibit "H" and Sheets 1 and 2 of Exhibit "I", as amended, with a Certificate of Surveyor showing the exact location of the buildings placed upon the property comprising Buildings E and F, Phase II of the condominium, and showing the estimated locations of Buildings G and H, Phase II, presently under construction.

EXECUTED on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Robert Duggan
Matthew A. Needy

Signed, Sealed and Delivered
in the Presence of:

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By:

James A. Gray
JAMES A. GRAY, President

MALONE DEVELOPMENT AND
CONSTRUCTION, INC.

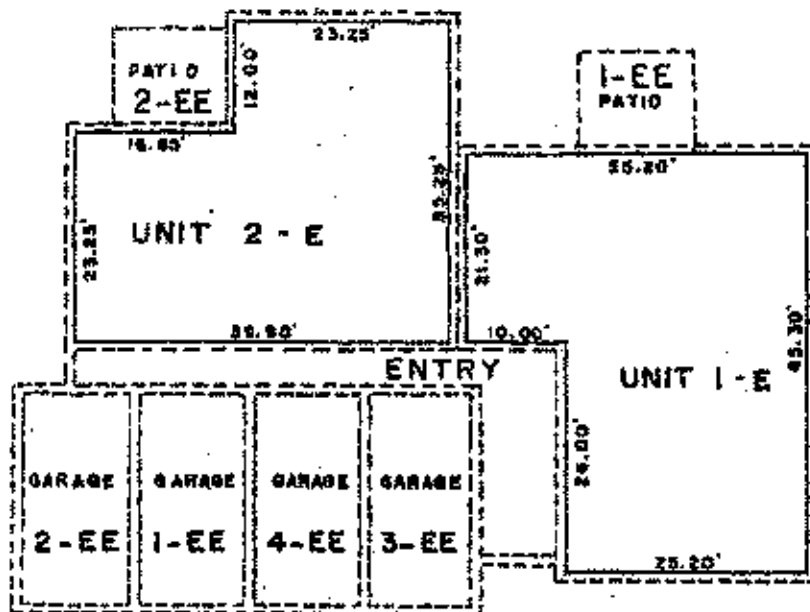
RECORDED AND RECORDED
CLERK CIRCUIT COURT
LAKE COUNTY, FLA.

DEC 1 2 41 PM '81

COACH HOUSES

AT LEESBURG

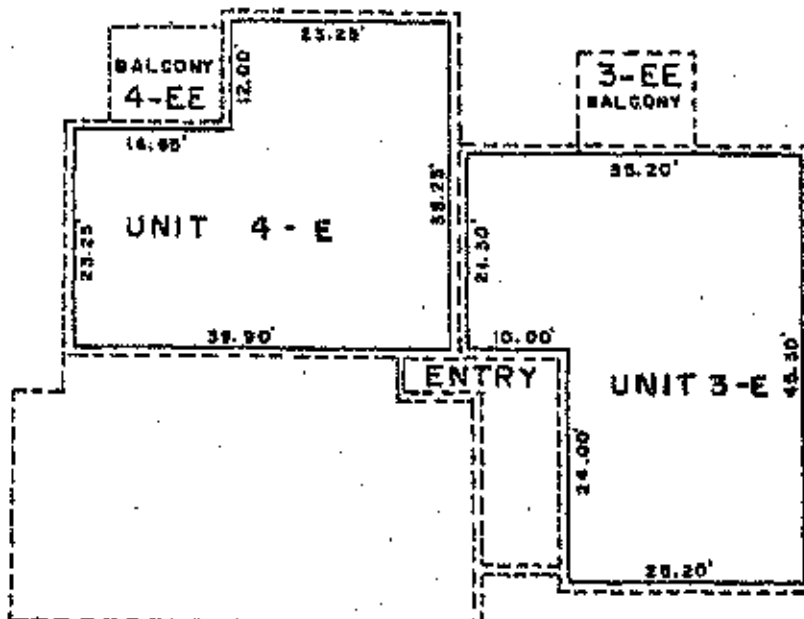
BUILDING "E"



FIRST FLOOR UNITS

UNIT 1-E FLOOR EL. 84.44
 UNIT 1-E CEILING EL. 92.44
 UNIT 2-E FLOOR EL. 84.46
 UNIT 2-E CEILING EL. 92.45

N



SECOND FLOOR UNITS

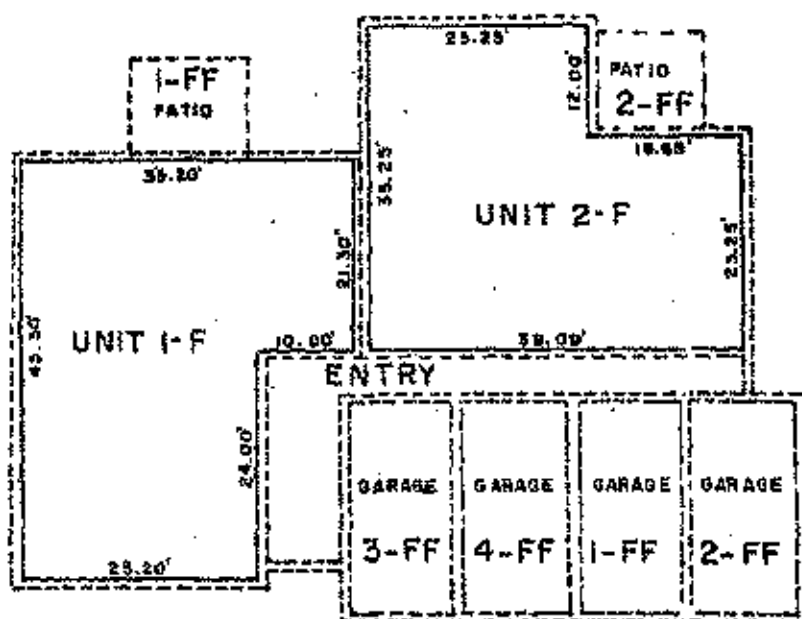
UNIT 3-E FLOOR EL. 93.12
 UNIT 3-E CEILING EL. 101.11
 UNIT 4-E FLOOR EL. 93.10
 UNIT 4-E CEILING EL. 101.11

NOTE:

COACH HOUSES

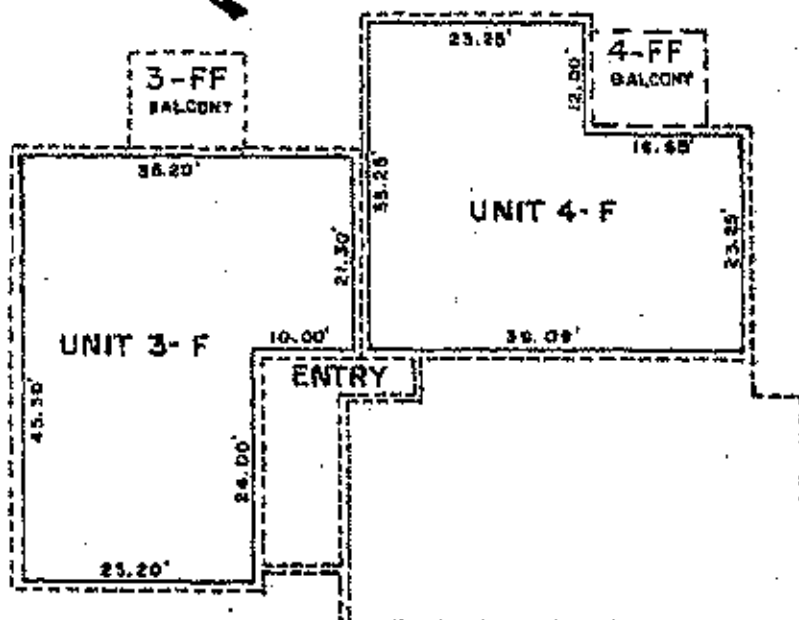
AT LEESBURG

BUILDING "F"



FIRST FLOOR UNITS

UNIT 1-F FLOOR EL. 83.50
 UNIT 1-F CEILING EL. 91.60
 UNIT 2-F FLOOR EL. 83.50
 UNIT 2-F CEILING EL. 91.60



SECOND FLOOR UNITS

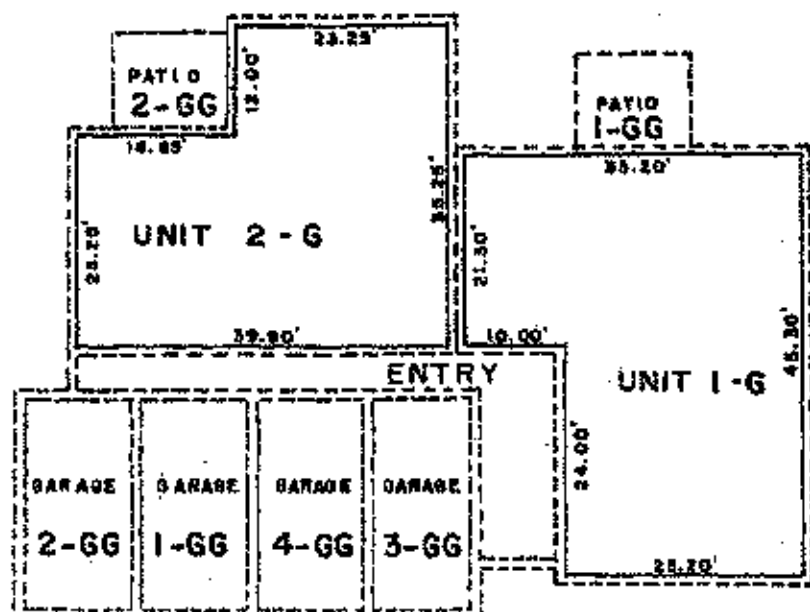
UNIT 3-F FLOOR EL. 82.16
 UNIT 3-F CEILING EL. 100.16
 UNIT 4-F FLOOR EL. 92.16
 UNIT 4-F CEILING EL. 100.16

NOTE:

1 - Limited common elements reserved for the use of individual units are identified by reference to the double lettered and numbered

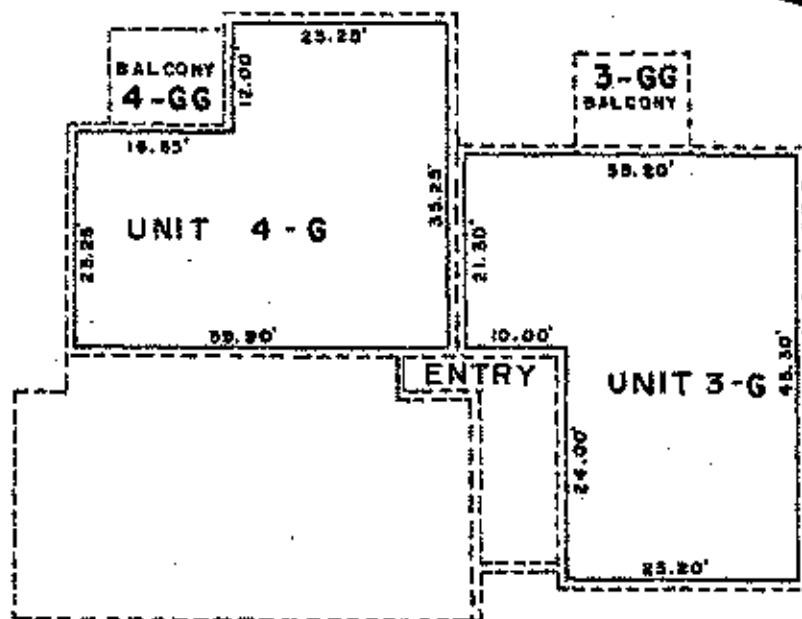
COACH HOUSES

AT LEESBURG
BUILDING "G"



FIRST FLOOR UNITS

UNIT 1-G FLOOR EL. 82.50
UNIT 1-G CEILING EL. 90.50
UNIT 2-G FLOOR EL. 82.50
UNIT 2-G CEILING EL. 90.50



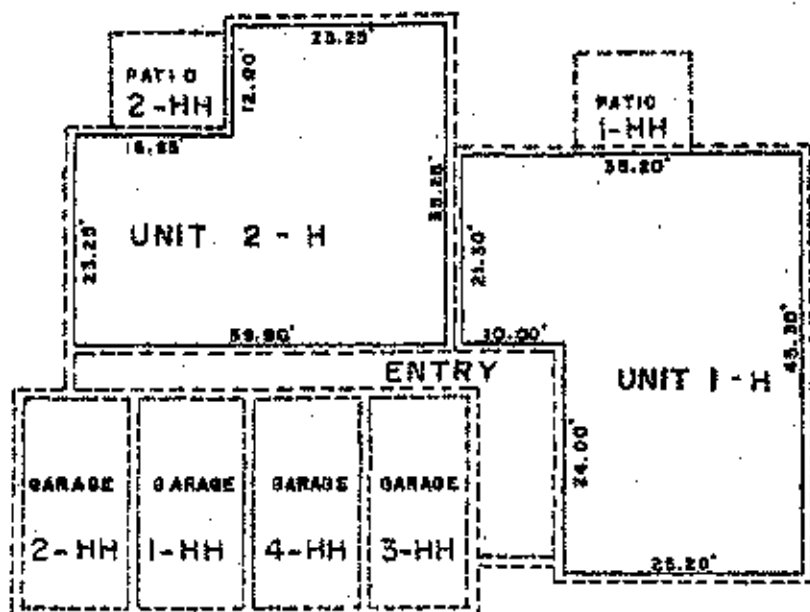
SECOND FLOOR UNITS

UNIT 3-G FLOOR EL. 91.16
UNIT 3-G CEILING EL. 95.16
UNIT 4-G FLOOR EL. 93.16
UNIT 4-G CEILING EL. 99.16

COACH HOUSES

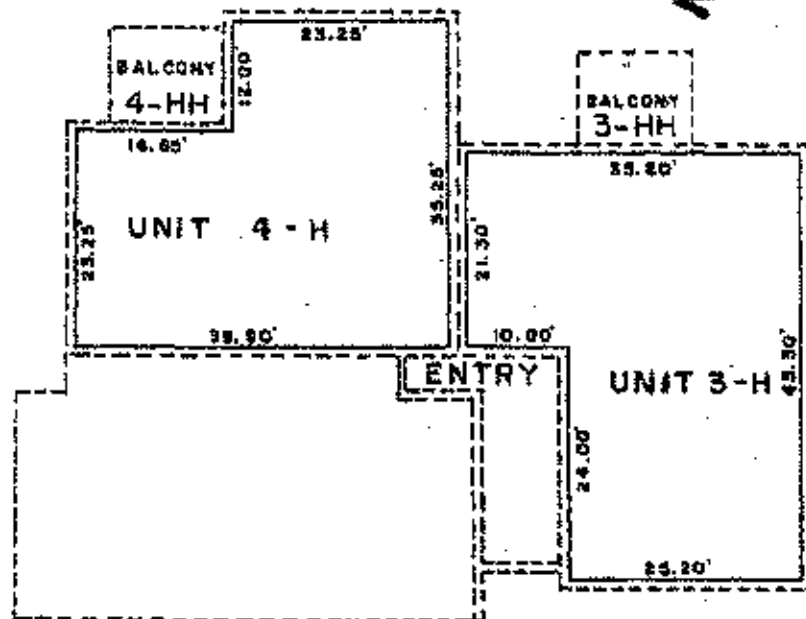
AT LEESBURG

BUILDING "H"



FIRST FLOOR UNITS

UNIT 1-H FLOOR EL. 83.00
 UNIT 1-H CEILING EL. 91.00
 UNIT 2-H FLOOR EL. 83.00
 UNIT 2-H CEILING EL. 91.00



SECOND FLOOR UNITS

UNIT 3-H FLOOR EL. 91.66
 UNIT 3-H CEILING EL. 99.66
 UNIT 4-H FLOOR EL. 91.66
 UNIT 4-H CEILING EL. 99.66

NOTE:

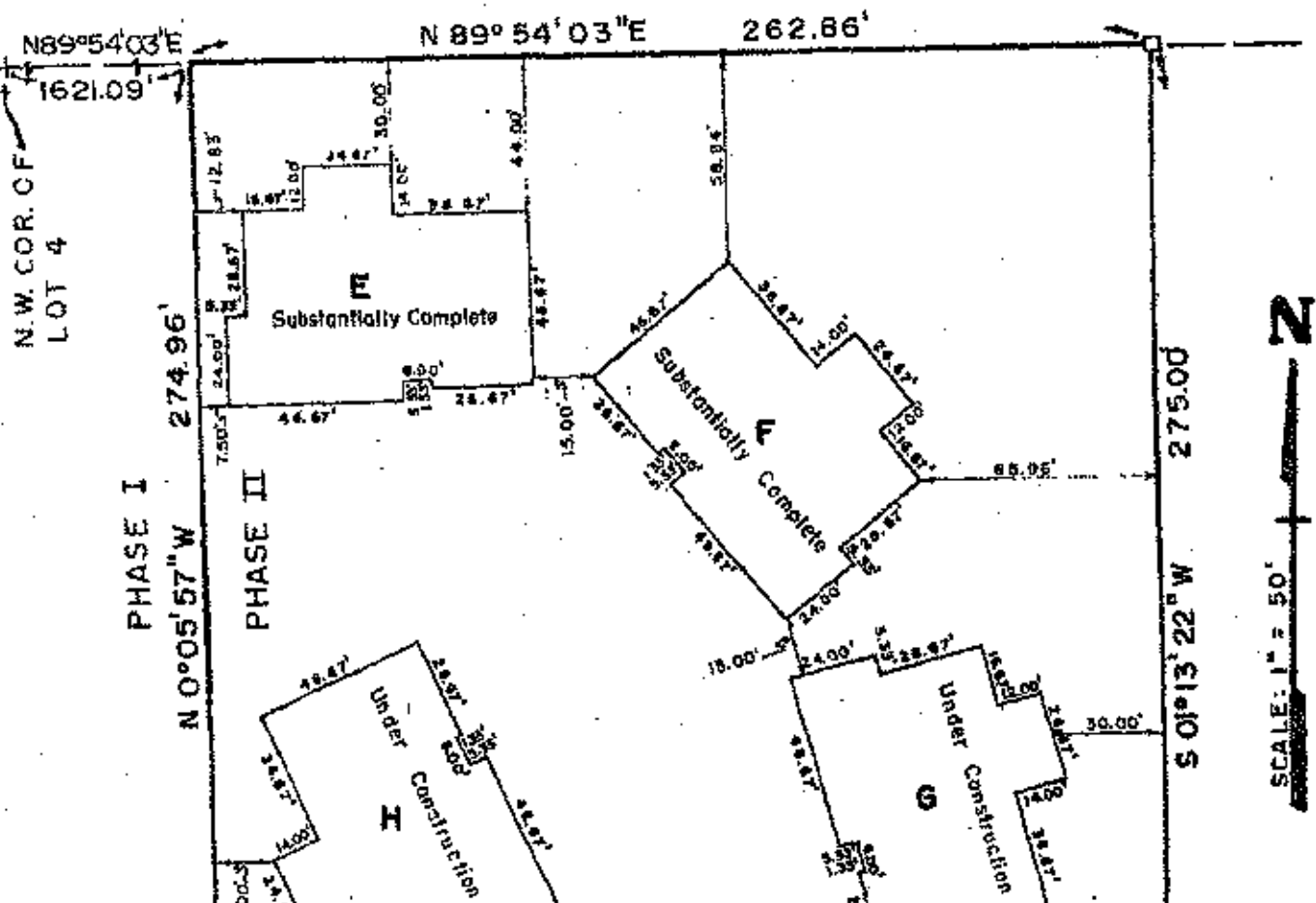
1 - Limited common elements reserved for the use of individual units are identified by reference to the double lettered and numbered

COACH HOUSES

AT LEESBURG

PHASE II: Commence at the N.W. corner of N.C. Lee Estates in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75, Public Records of Lake County, Florida; thence run N.89°54'03"E. along the South line of property owned by Hugh A. Bourlay III, 1621.09 ft. to the Point of Beginning of this description; from said Point of Beginning continue N.89°54'03"E. along said South line of property owned by Hugh A. Bourlay III, 262.86 ft.; thence S.01°13'22"W. along the West line of property owned by Hugh A. Bourlay III, 275.00 ft. to the North line of right of way of Oak Terrace (the same being the North line of the South 280 ft. of said Lot 4); thence S.89°53'39"W. along said North line 256.515 ft.; thence N.00°05'57"W., 274.96 ft. to the Point of Beginning.
Subject to all easements, rights of way and restrictions of record.

NOTE: Buildings G & H are sketched locations and are therefore estimated as to actual position on the surveyed real property.



COACH HOUSES

AT LEESBURG

COACH HOUSES AT LEESBURG, a condominium, consists of all real property and improvements included in the plot plans and surveys designated as "Phase I" which includes Exhibit "B", sheets 1 through 4, and Exhibit "C", sheets 1 and 3, inclusive, and real property and improvements included in plot plans and surveys designated as Phase II which include Exhibit "H", sheets 1 through 4 and Exhibit "I", sheets 1 and 2, inclusive. Each unit of the condominium is composed of an apartment and has a limited common element thereof, a balcony or patio and garage as shown by those designations of the plot plans filed with the condominium documents. The upper boundary of each apartment unit shall be the plane of the upper surface of the unfinished floor slab. The perimetrical boundaries of the unit shall be the vertical plane of the interior of the walls bounding the unit extended to the inner section with each other and the upper and lower boundaries. The dimensions shown within the plot plans and surveys are average, notwithstanding the actual location of the walls, ceilings, and floors. All elevations are in reference to U.S.C. and G.S. datum, and elevations and dimensions are shown in feet and decimals thereof.

CERTIFICATION OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, does hereby certify that a survey was made of the lands described as "Phase I" and "Phase II" and dedicated to condominium use, with the improvements as shown and demonstrated thereof described in the surveys and plot plans with graphic descriptions of the improvements, designated as Exhibit "B", sheet 1 through 4, and Exhibit "C", sheets 1 and 3, inclusive, with the Declaration as recorded in Official Records Book 713, page 2137, as amended in Official Record Book 723, page 1788 and Official Record Book 739, page 426, all in the Public Records of Lake County, Florida, and is a correct representation of all improvements which are complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements completed, and that the identification, location, and dimensions of the common elements and of each completed unit can be determined from these materials.

Date

18 Sept 1981

A. E. Sessions
Registered Land Surveyor
No. 1777
State of Florida



AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF COACH HOUSES AT LEESBURG, a Condominium

THIS AMENDMENT to the Declaration of Condominium Ownership of COACH HOUSES AT LEESBURG, a Condominium originally executed on the 20th day of November, 1980, by CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., the original Developer, and subsequently recorded on the 21st day of November, 1980, in O. R. Book 713, page 2137, et seq., and amended by documents recorded in O. R. Book 723, page 1790, O. R. Book 725, page 1038 and in O. R. Book 739, page 420, all in the Public Records of Lake County, Florida, is made this 14th day of April, 1982, by the parties subscribing hereto for the purpose of amending the Declaration of Condominium showing the final and completed locations of buildings in place, with proper elevations, as follows:

The Developer or Developers as the case may be amend the Declaration of Condominium Ownership and attaches to this Amendment Sheets 1 through 4 of Exhibit "H" and Sheets 1 and 2 of Exhibit "I", as amended, with a Certificate of Surveyor showing the exact location of the buildings placed upon the property comprising Buildings E and F, Phase II of the condominium, and Buildings G and H, Phase II of the condominium.

EXECUTED the day and year first above written.

Witnesses:

Robert Duggan
Marta A. Keedy

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By: James A. Gray

JAMES A. GRAY, President

Witnesses:

Robert Duggan
Marta A. Keedy

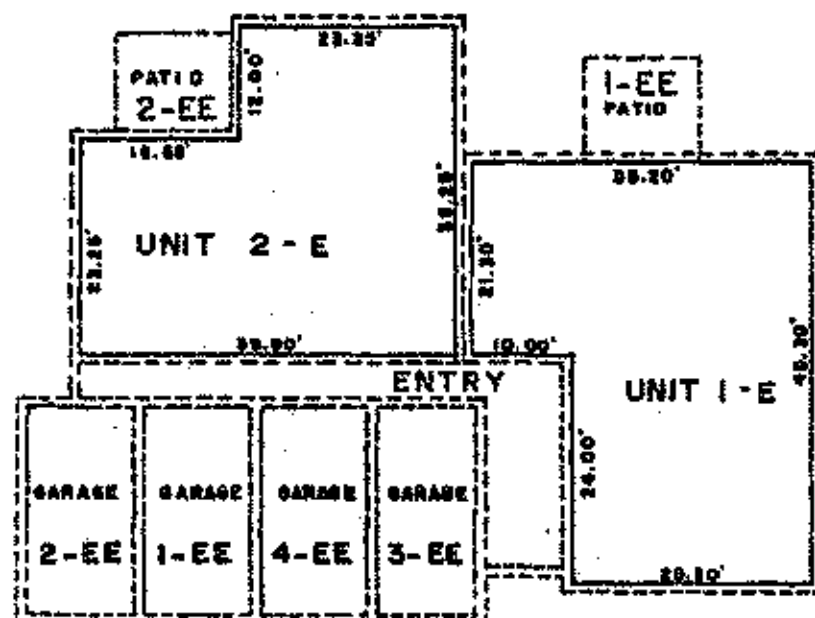
MALONE DEVELOPMENT &
CONSTRUCTION, INC.

By: Jimmy D. Malone

JIMMY D. MALONE, President

COACH HOUSES

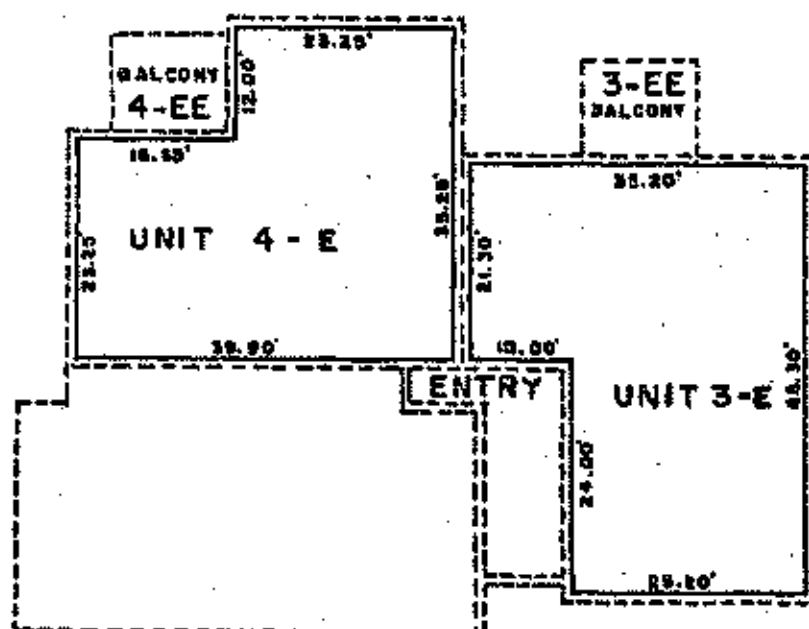
AT LEESBURG
BUILDING "E"



FIRST FLOOR UNITS

UNIT 1-E FLOOR EL. 84.44
UNIT 1-E CEILING EL. 92.44
UNIT 2-E FLOOR EL. 84.46
UNIT 2-E CEILING EL. 92.45

N



SECOND FLOOR UNITS

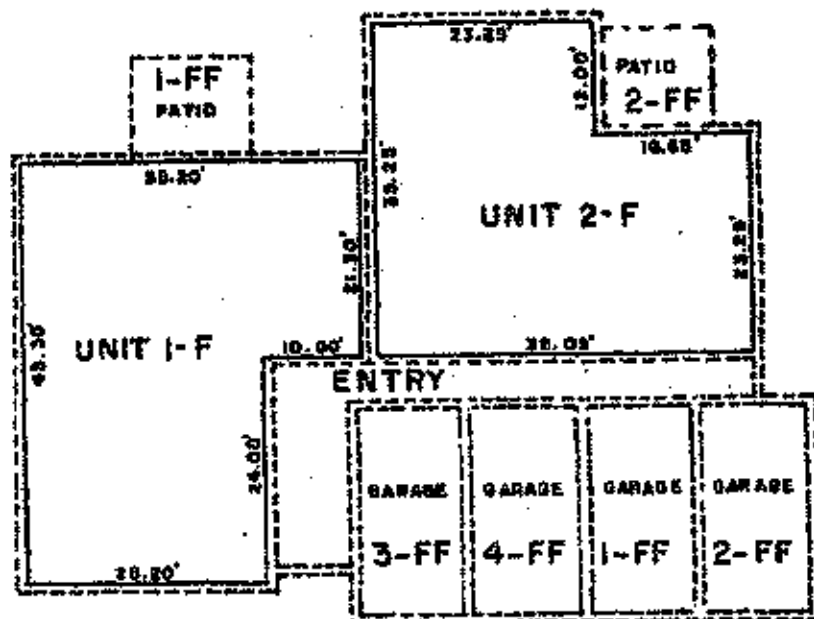
UNIT 3-E FLOOR EL. 93.12
UNIT 3-E CEILING EL. 101.11
UNIT 4-E FLOOR EL. 93.10
UNIT 4-E CEILING EL. 101.11

NOTE:

COACH HOUSES

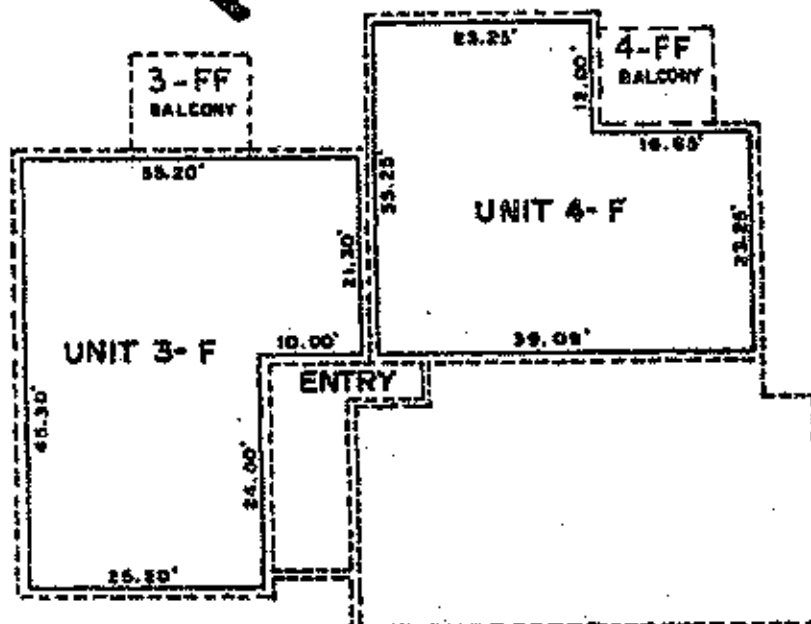
AT LEESBURG
BUILDING "F"

G. R. BOOK 747 PAGE 2198



FIRST FLOOR UNITS

UNIT 1-F FLOOR EL. 83.50
UNIT 1-F CEILING EL. 91.50
UNIT 2-F FLOOR EL. 83.50
UNIT 2-F CEILING EL. 91.50



SECOND FLOOR UNITS

UNIT 3-F FLOOR EL. 92.16
UNIT 3-F CEILING EL. 100.16
UNIT 4-F FLOOR EL. 92.16
UNIT 4-F CEILING EL. 100.16

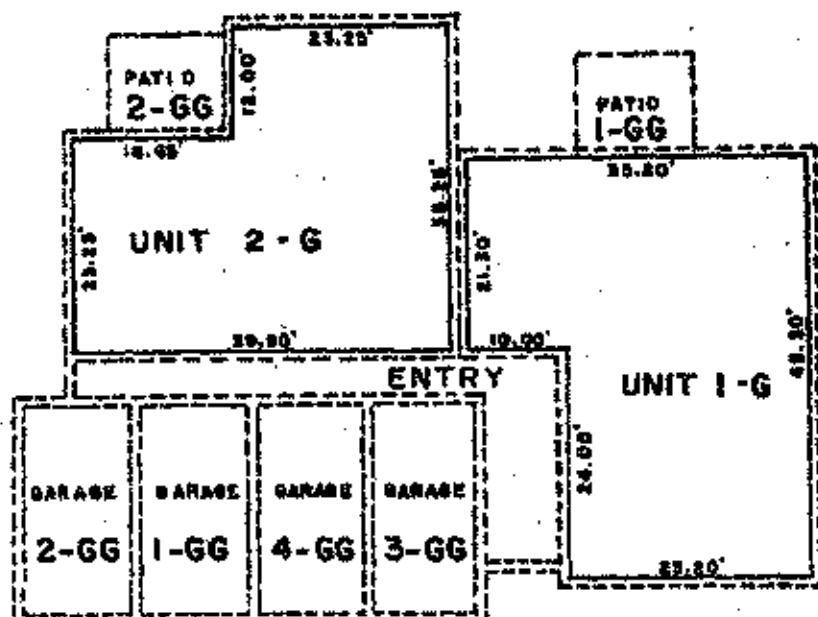
NOTE:

1 - Limited common elements reserved for the use of individual units are identified by reference to the double lettered and numbered

COACH HOUSES

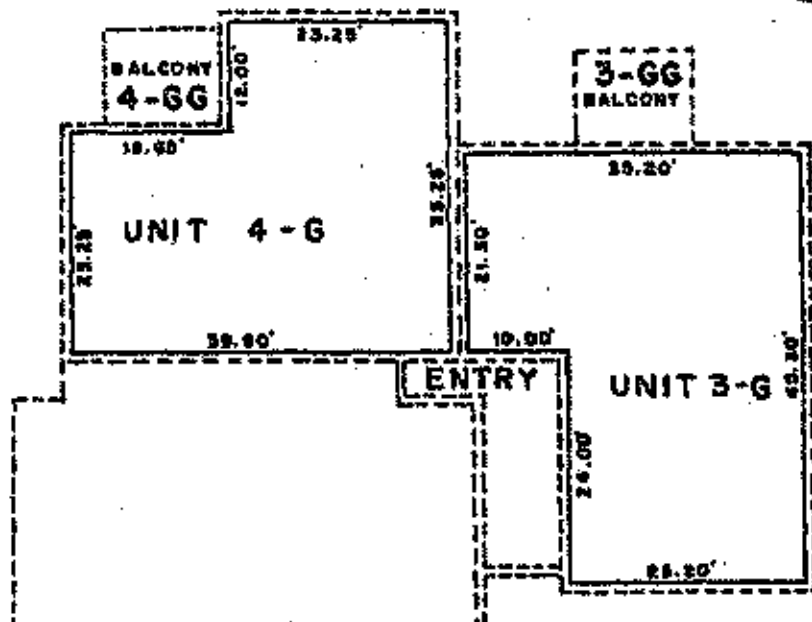
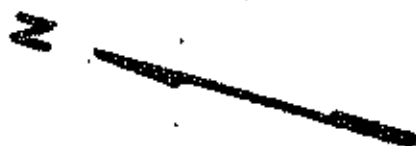
AT LEESBURG
BUILDING "G"

Q.R.
BOOK 747 PAGE 2199



FIRST FLOOR UNITS

UNIT 1-G FLOOR EL. 83.37'
UNIT 1-G CEILING EL. 91.37'
UNIT 2-G FLOOR EL. 83.37'
UNIT 2-G CEILING EL. 91.37'



SECOND FLOOR UNITS

UNIT 3-G FLOOR EL. 92.03'
UNIT 3-G CEILING EL. 100.03'
UNIT 4-G FLOOR EL. 92.03'
UNIT 4-G CEILING EL. 100.03'

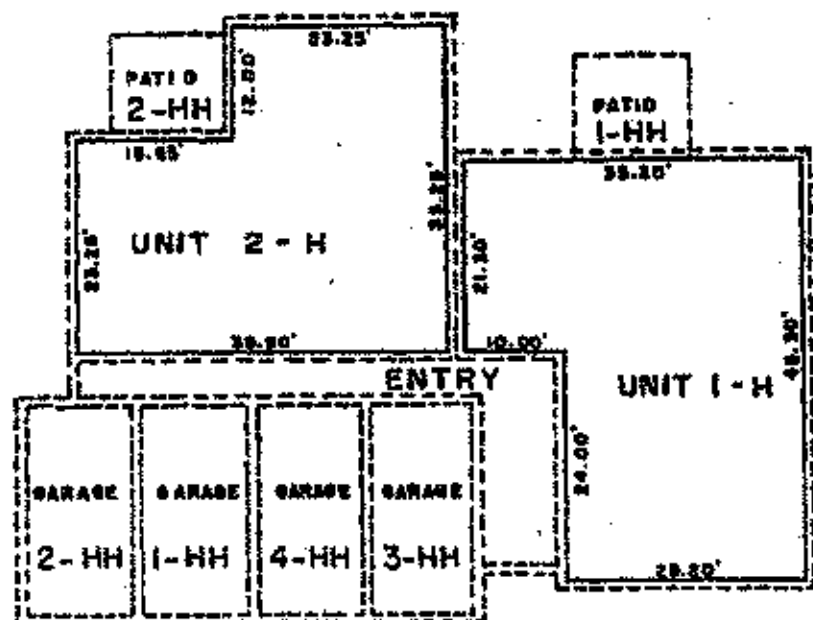
COACH HOUSES

AT LEESBURG

BUILDING "H"

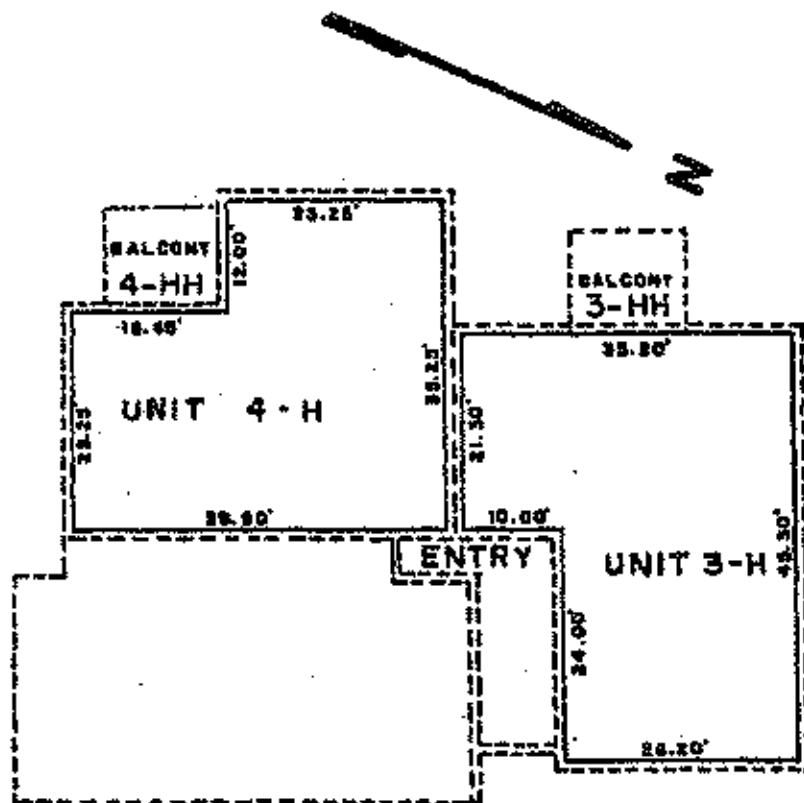
O.R.
BOOK

747 PAGE 2200



FIRST FLOOR UNITS

UNIT 1-H FLOOR EL. 84.64'
UNIT 1-H CEILING EL. 92.64'
UNIT 2-H FLOOR EL. 84.64'
UNIT 2-H CEILING EL. 92.64'



SECOND FLOOR UNITS

UNIT 3-H FLOOR EL. 93.30'
UNIT 3-H CEILING EL. 101.30'
UNIT 4-H FLOOR EL. 93.30'
UNIT 4-H CEILING EL. 101.30'

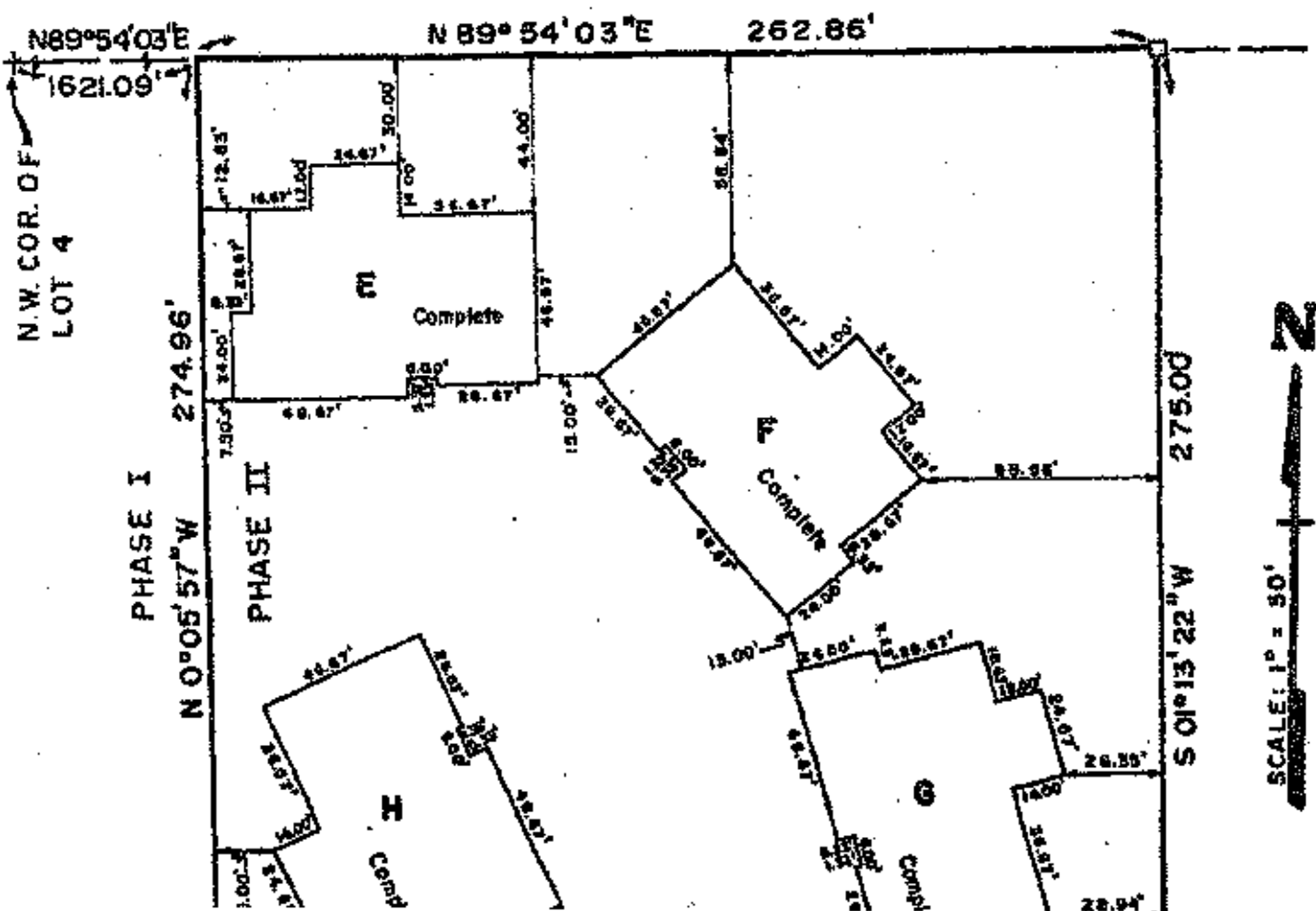
NOTE:

1 - Limited common elements reserved for the use of individual units

COACH HOUSES AT LEESBURG

C.B. BOOK 747 PAGE 2201.

PHASE II: Commence at the N.W. corner of N.C. Lee Estates in the City of Leesburg, Florida, according to the plat thereof as recorded in Plat Book 1, page 75, Public Records of Lake County, Florida; thence run N.89°54'03"E. along the South line of property owned by Hugh A. Bourlay III, 1621.09 ft. to the Point of Beginning of this description; from said Point of Beginning continue N.89°54'03"E. along said South line of property owned by Hugh A. Bourlay III, 262.86 ft.; thence S.01°13'22"W. along the West line of property owned by Hugh A. Bourlay III, 275.00 ft. to the North line of right of way of Oak Terrace (the same being the North line of the South 280 ft. of said Lot 4); thence S.89°53'39"W. along said North line 256.515 ft.; thence N.00°05'57"W., 274.96 ft. to the Point of Beginning.
Subject to all easements, rights of way and restrictions of record.



COACH HOUSES

AT LEESBURG

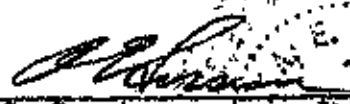
Page 747 PAGE 2202

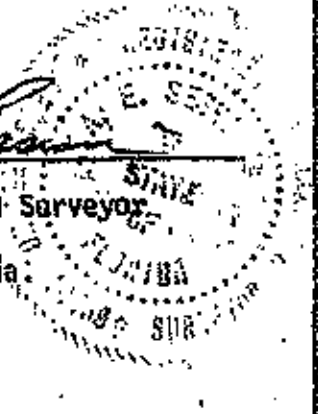
COACH HOUSES AT LEESBURG, a condominium, consists of all real property and improvements included in the plot plans and surveys designated as "Phase I" which includes Exhibit "B", sheets 1 through 4, and Exhibit "C", sheets 1 and 3, inclusive, and real property and improvements included in plot plans and surveys designated as Phase II which include Exhibit "B", sheets 1 through 4 and Exhibit "I", sheets 1 and 2, inclusive. Each unit of the condominium is composed of an apartment and has a limited common element thereof, a balcony or patio and garage as shown by those designations of the plot plans filed with the condominium documents. The upper boundary of each apartment unit shall be the plane of the upper surface of the unfinished floor slab. The perimetrical boundaries of the unit shall be the vertical plane of the interior of the walls bounding the unit extended to the inner section with each other and the upper and lower boundaries. The dimensions shown within the plot plans and surveys are average, notwithstanding the actual location of the walls, ceilings, and floors. All elevations are in reference to U.S.C. and G.S. datum, and elevations and dimensions are shown in feet and decimals thereof.

CERTIFICATION OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, does hereby certify that a survey was made of the lands described as "Phase I" and "Phase II" as dedicated to condominium use, with the improvements as shown and demonstrated thereof described in the surveys and plot plans with graphic descriptions of the improvements, designated as Exhibit "B" sheets 1 through 4, Exhibit "C" sheets 1 and 3, Exhibit "H" sheets 1 through 4 and Exhibit "I" sheets 1 and 2 inclusive, with the Declarations as recorded in Official Record Book 713, page 2137, as amended in Official Records Book 723, Page 1788 and in Official Records Book 725 page 1038 and in Official Records Book 739 page 420 all in the Public Records of Lake County, Florida, and is a current representation of all improvements which are complete so that the material, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements completed, and that the identification, location, and dimensions of the common elements and of each completed unit can be determined from these materials.

31 Mar 82
Date


A. E. Sessions
Registered Land Surveyor
No. 1777
State of Florida



82 9964

603 747 PAGE 2194

ec 28.00

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP OF COACH HOUSES AT LEESBURG, a Condominium

THIS CERTIFICATE of Amendment to Declaration of Condominium Ownership is made this 16th day of April, 1982, and certifies that the attached copy or original of the Amendment to Declaration of Condominium Ownership of COACH HOUSES AT LEESBURG, a Condominium, was duly adopted by the Developer and/or Developers and, further, that the existing lender, FLAGSHIP BANK OF LAKE COUNTY, executes this Certificate as a consent to the amendment, according to the terms set forth therein, and has no objections to the same.

EXECUTED the day and year first above written.

Witnesses:

Robert Duggan
Marta A. Keedy

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By: James A. Gray
 JAMES A. GRAY, President

Witnesses:

Robert Duggan
Marta A. Keedy

MALONE DEVELOPMENT &
CONSTRUCTION, INC.

By: Jimmy D. Malone
 JIMMY D. MALONE, President

Witnesses:

Robert Duggan
Robert Duggan

FLAGSHIP BANK OF LAKE COUNTY

By: Steven M. Roy
 Steven M. Roy - Senior Vice President

STATE OF FLORIDA
 COUNTY OF LAKE

BEFORE ME, personally appeared JAMES A. GRAY, the President of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., who acknowledged before me that he executed the foregoing document on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 16th day of April, 1982.

Marta A. Keedy
 Notary Public

APR 16 3 22 PM '82

STATE OF FLORIDA
COUNTY OF LAKE

C.F. BOOK 747 PAGE 2195

BEFORE ME, personally appeared JIMMY D. MALONE, the President of MALONE DEVELOPMENT & CONSTRUCTION, INC., who acknowledged before me that he executed the foregoing document on behalf of said corporation for the purposes therein expressed

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of April, 1982.

Marta A. Keedy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LAKE
MY COMMISSION EXPIRES AUG. 8 1982
BONDED thru GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared Steven M. Roy, Senior Vice President of FLAGSHIP BANK OF LAKE COUNTY, who acknowledged before me that he executed the foregoing document on behalf of said institution and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 16th day of April, 1982.

Patricia M. Rosier
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 23, 1986
BONDED thru TROY Fidelity Insurance, Inc.

REC 28.00

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP OF COACH HOUSES AT LEESBURG, a Condominium**

THIS CERTIFICATE of Amendment to Declaration of Condominium Ownership is made this 18th day of April, 1982, and certifies that the attached copy or original of the Amendment to Declaration of Condominium Ownership of COACH HOUSES AT LEESBURG, a Condominium, was duly adopted by the Developer and/or Developers and, further, that the existing lender, FLAGSHIP BANK OF LAKE COUNTY, executes this Certificate as a consent to the amendment, according to the terms set forth therein, and has no objections to the same.

EXECUTED the day and year first above written.

Witnesses:

Robert Duggan
Marta A. Keedy

CENTRAL DEVELOPMENT AND
CONSTRUCTION, INC.

By: James A. Gray
JAMES A. GRAY, President

Witnesses:

Robert Duggan
Marta A. Keedy

MALONE DEVELOPMENT &
CONSTRUCTION, INC.

By: Jimmy D. Malone
JIMMY D. MALONE, President

Witnesses:

Robert Duggan
Marta A. Keedy

FLAGSHIP BANK OF LAKE COUNTY

By: Steven M. Roy
Steven M. Roy - Senior Vice President

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared JAMES A. GRAY, the President of CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., who acknowledged before me that he executed the foregoing document on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 18th day of April, 1982.

Marta A. Keedy
Notary Public

APR 16 3 22 PM '82

STATE OF FLORIDA
COUNTY OF LAKE

655 747 PAGE 2195

BEFORE ME, personally appeared JIMMY D. MALONE, the President of MALONE DEVELOPMENT & CONSTRUCTION, INC., who acknowledged before me that he executed the foregoing document on behalf of said corporation for the purposes therein expressed

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of April, 1982.

Marta A. Keedy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LAKE
MY COMMISSION EXPIRES AUG. 2, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, personally appeared Steven M. Roy, Senior Vice President of FLAGSHIP BANK OF LAKE COUNTY, who acknowledged before me that he executed the foregoing document on behalf of said institution and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 16th day of April, 1982.

Patricia M. Rosier
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 23, 1986
Bonded Thru Troy Fair Insurance, Inc.

1.00
2.50
AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF COACH HOUSES AT LEEsburg, a condominium

BOOK 1078 PAGE 1411

THIS AMENDMENT to the Declaration of Condominium Ownership of COACH HOUSES AT LEEsburg, a Condominium, originally executed on the 20th day of November, 1980, by CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., the Developer, and subsequently recorded on November 21, 1980, in O. R. Book 713, page 2137, et seq., is made this 4th day of October, 1990, by the parties subscribing hereto and for the purposes of amending Paragraph 16 thereof, as follows:

The following paragraphs shall replace the current Paragraph 16 in the Declaration and the terms of these amendment paragraphs shall take the place and stead of the previous provisions found in the Declaration and within the same numbered Paragraph:

16. Maintenance of Community Interest. The unit owner shall not transfer, convey, sell, or otherwise dispose of his or her condominium unit without the consent of the Association and under the following restrictions:

a. The unit owner desiring to convey, sell, transfer or dispose of his or her unit shall deliver to the Association at least sixty (60) days prior to the closing of such transaction a copy of the proposed documents for the same in order that the Association may have the opportunity to review the situation involving a potential purchaser. At least five (5) days prior to the proposed closing or date of execution, the Association, if it has approved the transaction, shall deliver to the unit owner a certificate provided by the owner to be recorded in the Public Records of Lake County, Florida. Under any and all circumstances, the Association shall have the right to provide a purchaser or transferee at the same contract price in the place and

Oct 4 2 54 PM '90

the prospective purchaser does not meet the financial or familial criteria of the Association, and the Association determines that the purchaser would have no ability to maintain the unit in the manner required by the Association.

b. The Association, in order to maintain the unity of community within the condominium, shall have the responsibility to restrict all condominium unit owners from leasing or renting units with the condominium. No unit owner shall lease or rent a condominium unit for gain nor in any fashion use a contract for purchase and sale as a rental device.

EXECUTED the day and year first above written in Leesburg, Lake County, Florida.

Signed, Sealed and Delivered
in the Presence of:

COACH HOUSES AT LEEBSBURG
CONDOMINIUM ASSOCIATION

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared MILTON R. KIRBY and JOAN M. KIRBY known to me to be the President and Secretary of COACH HOUSES AT LEEBSBURG CONDOMINIUM ASSOCIATION, and they acknowledged before me that they executed the same freely and voluntarily under authority duly vested in them, and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 4th day of October 1990.

[Signature]
Notary Public

My Commission Expires:

CONSENT

The undersigned owners of Units of COACH HOUSES AT LEEsburg, a Condominium, the declaration for which was recorded in Official Records Book 713, page 2137, on the 21st day of November, 1980, hereby consent to the Amendment to Declaration of Condominium Ownership, as adopted by the Board of Directors, of COACH HOUSES AT LEEsburg CONDOMINIUM ASSOCIATION, INC., on the 4th day of October, 1990:

BUILDING A

A-1 _____

A-2 Alfreda Wickland
Lafayette WicklandA-3 Carolyn Holloway
N.A.A-4 Norie Elston
N.A.BUILDING B

B-1 _____

B-3 James W. Murray
Leota D. Murray

B-2 _____

B-4 Jellyn Zappetta
N/ABUILDING CC-1 Robert E. Henderson
Fern A. HendersonC-3 William B. Lowndes
Lorena Lowndes

C-2 _____

C-4 Charles D. Van Leeuwen
Edna C. Van LeeuwenBUILDING DD-1 Peter J. Florer
OwnerD-3 Harold D. Hatfield
Thelma H. HatfieldD-2 Eric E. Kern
N/AD-4 Harriet F. Rand
owner

BUILDING FF-1 Henry F. MarshallF-2 Philip D. Norcross

F-3

F-4

John D. CookeBUILDING G

G-1

Natalie D. Simon
owner

G-2

Mary E. Johnston
H. E. Johnston

G-3

Ruth B. Mayfield
owner

G-4

BUILDING H

H-1

Elizabeth M. Townsend
Robert B. Townsend

H-2

Margaret R. Mower
owner

H-3

Robert B. Stone
owner

H-4



THIS INSTRUMENT PREPARED
BY AND RETURN TO:
J. ROBERT DUGGAN
Post Office Box 490208
Leesburg, FL 34749-0208

REC 13.00
TF 2.00
C. 3.00
BOOK 1493 PAGE 660

97 06321

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP OF
COACH HOUSES AT LEESBURG, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT to the Declaration of Condominium Ownership of COACH HOUSES AT LEESBURG, a Condominium, originally executed on the 20th day of November, 1980 by CENTRAL DEVELOPMENT AND CONSTRUCTION, INC., the Developer, and subsequently recorded on November 21st, 1980 in Official Records Book 713, page 2137, et seq., is made this 12th day of June, 1996, by the corporate officers subscribing hereto and for the purposes of amending paragraphs 22.8 and 22.11 of the condominium declaration, as follows:

The following paragraphs shall replace in its entirety the current paragraph 22.8 and 22.11. This is a substantial rewording of the declaration. See paragraph 22.8 and 22.11 for the present text. The following shall take the place and stead of the previous provisions found in the declaration within the same numbered paragraph:

22.8 Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept upon any portion of the property. Only small dogs, not exceeding twenty (20) pounds in weight, and domesticated cats or other household pets may be maintained at a family residence as long as they are not bred or kept there for any commercial purposes or for resale. Pets shall not be allowed to run unattended in any portion of the property comprising the condominium, nor to utilize the condominium premises as a waste disposal area.

22.11 Vehicles: No Commercial trailers, semi-trailers, tractor-trailers, machines, boats, recreational vehicles, or trucks larger than 1/4 tons shall be parked on any portion of

RECORD VERIFIED
LAKE COUNTY, FL

FEB 3 9 03 AM '97

the property, including the parking lots and driveways, except for service vehicles which are located there on a temporary basis, and only during a period of time when they are performing a service for the owner of the property.

Additionally, said Declaration of Condominium Ownership shall have added to it the following paragraph and the use restriction found therein shall be additional use restrictions to said Declaration:

22.12 Children and Guests: No child or children under the age of eighteen (18) years of age shall occupy a unit as a permanent resident. A unit owner may have one child under the age of eighteen (18) years as an over-night guest so long as the unit is not occupied by such guest for more than thirty (30) days in any twelve (12) month period.

EXECUTED the day and year first above written in Leesburg, Lake County, Florida.

Signed, sealed and delivered
in the presence of:

J. Robert Duggan
Signature

J. ROBERT DUGGAN

Printed Name

Kay Lasky
Signature

KAY LASKY

Printed Name

**COACH HOUSES AT LEESBURG
CONDOMINIUM ASSOCIATION**

By Milton R. Kirby
MILTON R. KIRBY, PRESIDENT

Attest: Jacklyn Zoppetti
Secretary **JACKLYN ZOPPETTI**

STATE OF FLORIDA

D.P.
BOOK 1493 PAGE 662

COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **MILTON R. KIRBY, President** and JACKLYN ZOPPETTI, of **COACH HOUSES AT LEEBURG CONDOMINIUM ASSOCIATION**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named person: PERSONALLY KNOWN and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of June, 1996.

Kay Lasky
Notary Public
KAY LASKY
Printed Name

My Commission Expires:

